

**RESOLUTION NO. 2004-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED CONTRACT  
WITH QUINCY ENGINEERING INC. FOR CONSULTING SERVICES FOR THE  
SHELDON ROAD/STATE ROUTE 99 INTERCHANGE PROJECT**

**WHEREAS**, Quincy Engineering, Inc. is under contract with the City of Elk Grove to provide design services for the Sheldon Road State Route 99 Interchange project; and

**WHEREAS**, the State Department of Transportation was to provide design services for the Sheldon Road/State Route 99 Interchange Project storm water pump station and have now indicated that they do not have adequate staff available to design this facility; and

**WHEREAS**, a recent biological field investigation uncovered a vernal pool and Elderberry bush in the project area which require additional biological studies/documentation; and

**WHEREAS**, Quincy Engineering, Inc. has obtained a proposal from RBF Consulting to provide consulting services as a sub-consultant to Quincy Engineering, Inc. for the design of the storm water pump station; and

**WHEREAS**, Quincy Engineering, Inc. has obtained a proposal from Foothill Associates to provide additional biological studies/documentation as a sub-consultant to Quincy Engineering, Inc.


**NOW, THEREFORE, BE IT RESOLVED** that the City of Council of City of Elk Grove hereby authorizes the City Manager to execute an amended contract with Quincy Engineering, Inc. for consulting services for the Sheldon Road/State Route 99 Interchange Project to cover the additional costs associated with storm water pump

station design and additional environmental analysis/documentation and that the total compensation for the amended contract shall not exceed \$2,915,687.

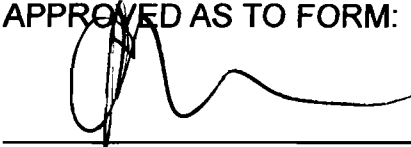
**PASSED AND ADOPTED** by the City Council of the City of Elk Grove on this 3<sup>rd</sup> day of March 2004.

  
SOPHIA SCHERMAN, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

  
PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:

  
ANTHONY B. MANZANETTI,  
CITY ATTORNEY

# CITY OF ELK GROVE



## AMENDED CONTRACT FOR QUINCY ENGINEERING, INC. - CONSULTANT Sheldon Road State Route 99 Interchange Project



**TABLE OF CONTENTS**  
Contract for QUINCY ENGINEERING, INC., - CONSULTANT

	Page
1. SCOPE, TERM AND STANDARDS .....	1
A. CONTRACT .....	1
B. CONSULTANT IS INDEPENDENT CONTRACTOR .....	1
C. NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING .....	2
D. TERM .....	2
E. INTENDED USE OF CONSULTANT'S PRODUCT AND MATERIALS .....	2
2. EMPLOYMENT STATUS OF PERSONNEL .....	2
A. AGENT OF CITY.....	2
B. EMPLOYEES OF CONSULTANT .....	3
C. INDEPENDENT INVESTIGATION.....	3
D. COMPLIANCE WITH EMPLOYMENT LAWS .....	3
E. UNLAWFUL DISCRIMINATION PROHIBITED .....	3
3. TIME OF PERFORMANCE .....	3
4. COMPENSATION .....	3
A. TERMS .....	3
B. TIME FOR PAYMENT.....	3
5. SUPERVISION, LABOR AGREEMENTS AND PERSONNEL.....	4
A. CONSULTANT SUPERVISES PERSONNEL .....	4
B. LABOR RELATIONS.....	4
C. PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.....	4
D. APPROVAL OF STAFF MEMBERS.....	4
6. TERMINATION.....	4
A. 90 DAYS NOTICE .....	4
B. OBLIGATIONS SURVIVE TERMINATION.....	4
7. CHANGES.....	4
8. PROPERTY OF CITY.....	5
A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY .....	5
B. CONSULTANT TO DELIVER CITY PROPERTY.....	5
9. CONFLICTS OF INTEREST .....	5
A. CONSULTANT .....	5



**TABLE OF CONTENTS**  
**Contract for QUINCY ENGINEERING, INC. - CONSULTANT**  
**(continued)**

	<b>Page</b>
B. CITY .....	5
10. CONFIDENTIAL INFORMATION .....	6
A. ALL INFORMATION KEPT IN CONFIDENCE .....	6
B. REIMBURSEMENT FOR UNAUTHORIZED RELEASE .....	6
C. COOPERATION .....	6
11. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES.....	6
A. CONSULTANT PROPERTY .....	6
B. SPECIAL SUPPLIES .....	6
12. COMPLIANCE WITH LOCAL LAW.....	7
A. COMPLIANCE REQUIRED .....	7
B. PREVAILING WAGES .....	7
13. REPRESENTATION.....	7
14. SUBCONTRACTING .....	7
15. ASSIGNABILITY .....	7
16. INTEREST IN CONTRACT .....	7
17. FINDINGS CONFIDENTIAL.....	8
18. LIABILITY OF CONSULTANT .....	8
19. INDEMNITY AND LITIGATION COSTS.....	8
A. CONSULTANT IS SKILLED.....	8
B. CONSULTANT SHALL INDEMNIFY.....	8
C. LIMITS OF INSURANCE NOT LIMITING INDEMNIFICATION.....	9
20. CONSULTANT TO PROVIDE INSURANCE .....	9
A. CONSULTANT SHALL MAINTAIN INSURANCE.....	9
B. CONSULTANT TO PROVIDE EVIDENCE OF INSURANCE .....	9
C. CITY MAY OBTAIN INSURANCE AT CONSULTANT'S EXPENSE.....	9
D. NO SUSPENSION OF INSURANCE.....	9
E. DEDUCTIBLES .....	10
F. COVERAGES SHALL NOT LIMIT OBLIGATIONS .....	10
G. REQUIRED LIMITS.....	10



**TABLE OF CONTENTS**  
**Contract for QUINCY ENGINEERING, INC. - CONSULTANT**  
**(continued)**

	<b>Page</b>
(1) Workers' Compensation and Employer's Liability Insurance .....	10
(2) Commercial General and Automobile Liability Insurance.....	10
(3) Professional Liability .....	11
21. RECORDS .....	12
22. MISCELLANEOUS PROVISIONS.....	12
A. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT .....	12
B. UNAUTHORIZED ALIENS.....	12
C. GOVERNING LAW.....	12
D. ASSIGNMENT OR SUBSTITUTION.....	12
E. ENTIRE CONTRACT .....	13
F. AMENDMENTS .....	13
G. CONSTRUCTION AND INTERPRETATION .....	13
H. WAIVER.....	13
I. SEVERABILITY .....	13
J. NOTICES.....	13
K. AUTHORITY TO EXECUTE.....	14



AMENDED CONTRACT FOR  
QUINCY ENGINEERING, INC. - CONSULTANT

THIS CONTRACT is made and entered into between City of Elk Grove, a Municipal Corporation ("City") and Quincy Engineering, Inc. ("Consultant"). City and Consultant agree as follows:

1. SCOPE, TERM AND STANDARDS:

A. CONTRACT. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the SCOPE OF WORK AND STANDARDS FOR SERVICES, attached hereto and incorporated herein by this reference as Exhibit A, as requested by the City. Consultant shall, at its own cost, make any revisions of its own work as required by the City and re-do, at its own cost, any work which the City finds unsatisfactory due to Consultant's errors or omissions. Consultant represents and warrants that it has the qualifications, experience, and facilities to properly perform said services in a thorough, competent, and professional manner. This document shall be known as the "Contract." This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If either party to this contract deems that any portion of the Contract Documents shall be in conflict with any other portion, the Parties shall first attempt to informally reach an interpretation of those provisions so as to reconcile them. If after five (5) business days the Parties are unable to reach an informal resolution, the City shall issue in writing an interpretation resolving the conflicting provisions, which shall be provided to Consultant. The interpretation provided by the City shall become final and binding on the parties three (3) business days after it was provided to Consultant, and shall thereafter be an integrated term of this Contract and neither party shall be considered to be the drafter of the provision.

B. CONSULTANT IS INDEPENDENT CONTRACTOR. Consultant enters into this Contract as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. The Consultant shall have no power or authority except by this Contract to bind the City in any respect. All



employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The personnel performing the services under this Contract on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Contract. Consultant shall not at any time or in any manner represent that it or any of its officers, or employees, or agents are in any manner officers, employees, of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. The City shall not be responsible, obligated, or liable in any way to pay any salary, wage, compensation, tax, withholding, benefit, injury, illness claims or other claims made against the Consultant and/or the City by any such employees, agents, contractors or subcontractors, or any other person arising from performance of this Contract. Additionally, Consultant shall be solely responsible, obligated, and liable for any and/or all salary, wage, compensation, tax, withholding, benefit, injury, illness claims or other claims made against Consultant and/or the City by any such employees, agents, contractors or subcontractors, or other person arising from performance of this contract, and Consultant shall indemnify, defend and hold harmless the City against such claims to the extent caused by Consultant's errors, omissions or negligence.

**C. NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING.**

Consultant shall not be compensated for any services rendered in connection with its performance of this Contract, which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager or the City Manager's designee (hereinafter "City Manager" shall include the City Manager's designee). Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's express written authorization signed by the City Manager is given to Consultant for the performance of said services.

**D. TERM**

Except as provided in Sections 6 and 19, below, this Contract shall terminate no later than December 31, 2008.

**E. INTENDED USE OF CONSULTANT'S PRODUCT AND MATERIALS.**

It is expressly intended by the parties that the Consultant's work product and materials, whether or not in writing, shall be used for the purposes of providing engineering services for the Sheldon Road State Route 99 Interchange Project.

**2. EMPLOYMENT STATUS OF PERSONNEL**

**A. AGENT OF CITY.** For the purposes of performing the services provided for in this Contract, and for the purpose of giving official status to the performance thereof where necessary, every Consultant officer and employee engaged in the performance of any service under this Contract shall be deemed to be an agent of City while performing such services, provided that such services are within the





scope of this Contract and are purely municipal functions. Notwithstanding the agency relationship established by this subsection, City shall not be liable for any act or omission of any Consultant officer or employee performing the services provided for in this Contract, unless specifically provided for in this Contract.

**B. EMPLOYEES OF CONSULTANT.** Any persons employed by Consultant for the performance of services pursuant to this Contract shall remain employees of Consultant, shall at all times be under the direction and control of Consultant, and shall not be considered employees of City. All persons employed by Consultant to perform services pursuant to this Contract shall be entitled solely to the right and privileges afforded to Consultant employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.

**C. INDEPENDENT INVESTIGATION.** The Consultant agrees and hereby represents it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

**D. COMPLIANCE WITH EMPLOYMENT LAWS.** The Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

**E. UNLAWFUL DISCRIMINATION PROHIBITED.** Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

**3. TIME OF PERFORMANCE:**

The services of Consultant are to commence upon execution of this Contract by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A.

**4. COMPENSATION:**

**A. TERMS.** Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Total compensation to Consultant shall not exceed \$2,920,764.00 without the advance written consent of City.

**B. TIME FOR PAYMENT.** Payments shall be made within thirty (30) days after receipt of each invoice as to all undisputed fees. If City disputes any of Consultant's fees, it shall give written notice to Consultant within 20 days of receipt of an invoice of any disputed fees set forth on the invoice.



5. SUPERVISION, LABOR AGREEMENTS AND PERSONNEL:

A. CONSULTANT SUPERVISES PERSONNEL. The Consultant shall have the responsibility for supervising the services provided under this Contract, hiring of personnel, establishing standards of performance, assignment of personnel, determining and affecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel. The City Manager may use any reasonable means to monitor performance and the Consultant shall comply with the City Manager's request to monitor performance.

B. LABOR RELATIONS. Consultant shall be responsible for negotiating and administrating all labor relations agreements and personnel rules and procedures between Consultant and its employees rendering services pursuant to this Contract.

C. PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.

The City acknowledges that the Consultant may be obligated to comply with bargaining agreements and/or other agreements with employees and that the Consultant is legally obligated to comply with these Contracts. It is expressly the intent of the parties and it is agreed by the parties that the Consultant's performance shall not in any manner be subject to any bargaining agreement(s) or any other agreement(s) the Consultant may have covering and/or with its employees.

D. APPROVAL OF STAFF MEMBERS. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

6. TERMINATION:

A. 90 DAYS NOTICE. The City, upon ninety (90) days written notice, may terminate this Contract, without cause, at any time. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Contract up to the date of termination.

B. OBLIGATIONS SURVIVE TERMINATION. Notwithstanding any termination of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined. All of the indemnification, defense and hold harmless obligations in this Contract shall survive termination.

7. CHANGES:

The City or Consultant may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by both



Parties in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract. Any increase in the amount of Consultant's compensation and/or changes in Exhibit A and or Exhibit B must be authorized in advance by the City Manager.

8. PROPERTY OF CITY:

A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY.

It is mutually agreed that all materials prepared by the Consultant under this Contract are upon creation and shall be at all times the exclusive property of the City, and the Consultant shall have no property right therein whatsoever. City agrees that Consultant shall bear no responsibility for any modifications made to, or reuse of, the materials prepared by the Consultant if used for purposes other than those expressly set forth in the Intended Use of Consultant's Products and Materials section of this Contract. Consultant shall not disseminate any information or reports gathered or created pursuant to this Contract without the prior written approval of City including without limitation information or reports required by government agencies to enable Consultant to perform its duties under this Contract and as may be required under the California Public Records Act excepting therefrom as may be provided by court order. Consultant will be allowed to retain copies of all deliverables.

B. CONSULTANT TO DELIVER CITY PROPERTY.

Immediately upon termination, or upon the request by the City, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and property of the City as may have been prepared or accumulated to date by the Consultant in performing this Contract. Consultant will be allowed to retain copies of all deliverables to the City.

9. CONFLICTS OF INTEREST

A. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Contract. Consultant further covenants that in the performance of this Contract, Consultant shall take reasonable care to ensure that no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Contract. Consultant agrees to include language similar to this Section 9(A) in all contracts with subcontractors and agents for the work contemplated herein.

B. CITY understands and acknowledges that Consultant is, as of the date of execution of this Contract, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.



10. CONFIDENTIAL INFORMATION

A. ALL INFORMATION KEPT IN CONFIDENCE. All information gained by Consultant in performance of this Contract shall be considered confidential and shall not be released by either party without the other's prior written authorization, including without limitation, that information which is a public record and subject to disclosure pursuant to the California Public Records Act Government Code §6250, et. seq. Neither the City nor the Consultant, its officers, employees, agents, or subcontractors, shall without written authorization given by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Contract or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary", provided Consultant or City gives notice to the other party of such court order or subpoena.

B. REIMBURSEMENT FOR UNAUTHORIZED RELEASE. If City or Consultant or any of its officer, employees, or subcontractors does voluntarily provide information in violation of this Contract, the other party has the right to reimbursement and indemnity from party releasing such information for any damages caused by the releasing party's, including the non-releasing party's attorney's fees and disbursements, including without limitation expert's fees and disbursements.

C. COOPERATION. City and Consultant shall promptly notify the other party should Consultant or City, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Contract and the work performed thereunder or with respect to any project or property located within the City. City and Consultant each retains the right, but has no obligation, to represent the other party and/or be present at any deposition, hearing or similar proceeding. Consultant and City agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by Consultant or City. However, City and Consultant's right to review any such response does not imply or mean the right by the other party to control, direct, or rewrite said response.

11. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES

A. CONSULTANT PROPERTY. Consultant shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform the services required by this Contract. City acknowledges that all equipment and other tangible assets used by Consultant in providing these services are the property of Consultant and shall remain the property of Consultant upon termination of this Contract.

B. SPECIAL SUPPLIES. City shall be responsible for supplying any special supplies, stationary, notices, forms or similar items that it requires to be issued with a City logo. All such items shall be approved by the City Manager and shall be provided at City's sole cost and expense.



12. COMPLIANCE WITH LOCAL LAW:

A. COMPLIANCE REQUIRED. Consultant shall keep itself informed of applicable local, state, and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Contract. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. Consultant shall at all times hold a valid contractor's license if performing any function or activity for which a license is required pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the California Business and Professions Code, and Consultant shall provide a copy of the license(s) upon the request of the City. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of consultant to comply with this section.

B. PREVAILING WAGES. In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by applicable law.

13. REPRESENTATION:

Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform these services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

14. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City Manager. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

15. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, but only with prior written consent of the City Manager. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Contract shall not be construed that any third party has an interest in the Contract.

16. INTEREST IN CONTRACT:

Consultant covenants that it shall take reasonable care to ensure that neither it, nor any of its employees, agents, contractors, subcontractors have any interest, nor shall they acquire any interest,



direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

17. FINDINGS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order. However, Consultant shall not be deemed for any purposes a confidential employee of the City.

18. LIABILITY OF CONSULTANT:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

19. INDEMNITY AND LITIGATION COSTS:

A. CONSULTANT IS SKILLED. Consultant represents it is skilled in the services necessary to perform the duties agreed to hereunder by Consultant, and City relies upon the skills and knowledge of Consultant. Consultant shall perform such duties consistent with the standards generally recognized as being employed by agencies or contractors performing similar service in the State of California.

B. CONSULTANT SHALL INDEMNIFY. Consultant is an independent contractor and shall have no authority to bind City nor to create or incur any obligation on behalf of or liability against City, whether by contract or otherwise, unless such authority is expressly conferred under this Contract or is otherwise expressly conferred in writing by City. City and their elected and appointed officials, officers, agents, employees, and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify, defend, protect, and hold harmless the Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorneys' fees and disbursement, including without limitation expert's fees and disbursements (collectively "Claims"), which the Indemnities may suffer or incur or to which the Indemnities may become subject by reason of or arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, occurring as a result of or allegedly caused by the performance or failure to perform by Consultant of Consultant's service under this Contract or the negligent or willful acts or omissions of Consultant, its agents, officers, directors, or employees, in performing any of the services under this Contract, except such loss or damage which was caused by the active negligence or willful misconduct of the City.



C. LIMITS OF INSURANCE NOT LIMITING INDEMNIFICATION. If any action or proceeding is brought against the Indemnities by reason of any of the matters against which Consultant has agreed to indemnify the Indemnities as above provided, Consultant, upon notice from the City, shall defend the Indemnities at Consultant's expense. The Indemnities need not have first paid any of the matters as to which the Indemnities are entitled in order to be indemnified. The Consultant should assure that the insurance required to be maintained by Consultant under this Contract shall ensure Consultant's obligations under this paragraph, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of Sections 19(B) and 19(C) shall survive the expiration or early termination of this Contract.

20. CONSULTANT TO PROVIDE INSURANCE:

A. CONSULTANT SHALL MAINTAIN INSURANCE.

Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

B. CONSULTANT TO PROVIDE EVIDENCE OF INSURANCE.

Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish to the City, and the City must approve, original certificates of insurance and endorsements effecting coverage for all policies required by the Contract. The certificates shall be signed by a person authorized by the insurer, or insurers, to bind coverage on their behalf. Certificates of insurance and endorsements shall be on standard Acord, Department of Insurance, and Insurance Services Office approved forms or on forms approved by the City. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, the Consultant may provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by this Section. At anytime at the written request of the City, the Consultant agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

C. CITY MAY OBTAIN INSURANCE AT CONSULTANT'S EXPENSE.

In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section 20, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. NO SUSPENSION OF INSURANCE. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail,



return receipt requested, has been given to the City, except in the event of non-payment of premium, in which case no less than ten (10) days' prior written notice by certified mail, return receipt requested, must be given to the City.

E. DEDUCTIBLES. Any deductibles exceeding fifty thousand dollars (\$50,000) must be declared to, and approved by, the City.

F. COVERAGES SHALL NOT LIMIT OBLIGATIONS. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

G. REQUIRED LIMITS. Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

(1) Workers' Compensation and Employer's Liability Insurance

Consultant shall maintain Workers' Compensation insurance as required by Labor Code Section 3700 of the State of California and Employer's Liability Act's, including Longshoremen's and Harbor Workers' Act ("Acts"), if applicable. Employer's Liability limits shall not be less than one million dollars (\$1,000,000) per occurrence. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

If an injury occurs to any employee of the Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Consultant.

(2) Commercial General and Automobile Liability Insurance.

The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than one million dollars (\$1,000,000) per occurrence/five thousand dollars (\$5,000) medical per occurrence, and two million dollars





(\$2,000,000) per policy aggregate. As an alternative to the per policy aggregate the Consultant may have an aggregate limit of one million dollars (\$1,000,000) per project apply. Coverage shall be at least as broad as Insurance Services Office "occurrence form CG 00 01 (ed. 10/03)" covering commercial general liability or its equivalent, and Insurance Services Office "form CA 00 01 (ed. 06/92) covering automobile liability, Code 1 "Any Auto".

Consultant shall include all subcontractors as insureds under its under its policies or shall furnish separate Certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the insurance requirements stated herein. Commercial general liability coverage shall include independent contractor's coverage, and the Consultant shall be responsible for assuring that all subcontractors are properly insured.

The commercial general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

a. Provision or endorsement naming the City and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b. Provision or endorsement stating that for any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

d. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

### (3) Professional Liability.

The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. As an alternative there may be a limit of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) per project aggregate. If any professional liability policy is written on a "claims made" basis, such policy, and any succeeding



policy must be specifically endorsed to show that "prior acts" occurring at anytime after the inception date of this Contract will be covered. Upon termination of the Contract with the City, the same professional liability insurance requirements will apply for a three (3) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.

21. RECORDS.

Consultant shall maintain complete and accurate records with respect to labor costs, material expenses, parcels abated or serviced and other such information required by City that relates to the performance of services under this Contract. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. Consultant shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Contract. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

22. MISCELLANEOUS PROVISIONS:

A. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT.

In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

B. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

C. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the Sacramento Superior Court, federal diversity jurisdiction being expressly waived.

D. ASSIGNMENT OR SUBSTITUTION. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant by this Contract. In recognition of that interest, neither any complete nor partial assignment of this



Contract, may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City which consent shall not be unreasonably withheld. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Contract entitling City to any and all remedies at law or in equity, including summary termination of this Contract. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

E. ENTIRE CONTRACT. This Contract constitutes the entire Contract and understanding between the parties relative to the services specified herein and there are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in this Contract and this Contract supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.

F. AMENDMENTS. This Contract may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

G. CONSTRUCTION AND INTERPRETATION. Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. WAIVER. The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. SEVERABILITY. The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. NOTICES. All invoices, payments, notices, demands, requests, comments, or approvals that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties (deemed to have been received three (3) business days after deposit in the U.S. Mail) at the following addresses:

City: City of Elk Grove  
City Manager  
8400 Laguna Palms Way  
Elk Grove, CA 95758



Consultant    Quincy Engineering, Inc.  
                  Alan Glen, Project Manager  
                  3247 Ramos Circle  
                  Sacramento, CA 95827-2501  
                  (915) 368-9181

Each party may change the address at which it gives notice by giving ten (10) days advance, written notice to the other party.

K. AUTHORITY TO EXECUTE. The person or persons executing this Contract on behalf of

///

///

[Space intentionally left blank.]

City of Elk Grove  
**Quincy Engineering, Inc.**  
Re: Sheldon Road State Route 99 Interchange Project



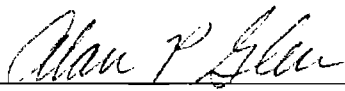
Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

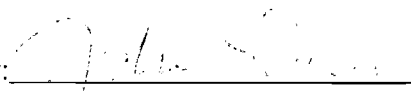
The original contract was entered into on and has been in continuous effect since, July 2, 2003. As a result some of the Scope of Work has been performed. This amended contract represents and incorporates all previous work performed by Consultant under the original Contract.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by the parties as follows.

Approved as to form:

**CONSULTANT**

  
\_\_\_\_\_  
~~Counsel for consultant -~~  
Alan P. Glen, Secretary  
Approved as to form:

By:   
\_\_\_\_\_  
Alan Glen, Senior Engineer  
John S. Quincy, President  
**CITY OF ELK GROVE**

By: \_\_\_\_\_  
Anthony B. Manzanetti, City Attorney

By: \_\_\_\_\_  
John Danielson, City Manager



**CERTIFICATE OF COMPLIANCE**  
**WITH LABOR CODE § 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor C. §§1860, 1861.)

CONSULTANT

A handwritten signature in dark ink, appearing to read "John S. Quincy", is written over a horizontal line.

~~Alan Glen, Senior Engineer~~

John S Quincy, President



## **EXHIBIT A**

### **Scope of Work**



## WORK PLAN

### Sheldon Road State Route 99 Interchange

Services to be provided by Quincy Engineering, Inc. includes the completion of a Project Report; engineering support and other services as may be required for preparation of environmental documents; completion of preliminary studies, roadway, drainage and bridge design; preparation of right of way documents; construction plans, specifications, and engineer's estimate; completion of bid documents; provide bidding assistance, construction assistance, public outreach; coordination with State and Federal agencies, development and utilities; acquisition of right of way; and additional services as may be required for the successful completion of the Sheldon Road State Route 99 Interchange project. The project limits are as shown in the Caltrans Project Study Report as follows:

- Route 99 from approximately 750 meters south of Sheldon Road to approximately 900 meters north of Sheldon Road.
- Sheldon Road from the Lewis Stein Intersection to approximately 600 meters east of the current East Stockton Boulevard Intersection.
- West Stockton Boulevard in its current location or realigned to connect into Sheldon Road near Carl's Jr. Restaurant.
- East Stockton Boulevard realignment from north of Laguna Creek to north of Bow street.

All Preliminary and Final Design tasks will be performed in accordance with:

- Caltrans Standards for State facilities.
- County of Sacramento Construction Standards and City of Elk Grove Standards, as adopted, for Sheldon Road and frontage roads.
- AASHTO Policy on Geometric Design of Streets and Highways for local roads.

This project will be developed in metric units to satisfy Caltrans requirements.

The Quincy Engineering, Inc. design process, including Quality Assurance and Quality Control procedures for independent design checks and reviews as well as the administrative guidelines dealing with signatures, approvals, and records will be carried out under procedures accepted by the City of Elk Grove and Caltrans.

## PRELIMINARY DESIGN

### TASK 1 - Initiate Project

#### Task 1.1 - Kick-Off Meeting

Quincy Engineering, Inc. will coordinate a kick-off meeting with the City of Elk Grove, Caltrans, City of Sacramento, the Quincy Engineering, Inc. team and any other project stakeholders the City of Elk Grove would like to include. This meeting will result in an understanding amongst the project stakeholders as to the project scope and schedule. Major project issues that have already been identified by project stakeholders will be shared at this meeting.

#### Task 1.2 - Preliminary Research

Quincy Engineering, Inc. will obtain pertinent existing information from developers, local, state, and federal agencies including, but not limited to the City of Elk Grove, Caltrans, County of Sacramento and the City of Sacramento. This includes, but is not limited to existing right-of-way maps, available mapping showing roadway and topographic features, traffic data, roadway as-builts, existing drainage facilities with maintenance history, pavement conditions and recommendations for repair, and utility information within the project limits. Quincy Engineering, Inc. will also obtain pertinent existing information on other planned projects by the Cities of Elk Grove, County of Sacramento, City of Sacramento and developers within and immediately adjacent to the project limits to ensure project compatibility and coordination.

#### Task 1.3 - Field Investigation

An initial field review with the City of Elk Grove's Project Manager and Environmental Manager, Caltrans' Project Manager, Quincy Engineering, Inc. staff, and other project stakeholders will be held to review the proposed project to highlight and record significant project features. At this time, existing roadway features, such as existing pavement condition and condition of drainage facilities, will be reviewed for upgrades as needed.





#### **Task 1.4 - Establish Project Schedule**

Quincy Engineering, Inc. will establish and maintain a project schedule to meet the City of Elk Grove's project schedule. Quincy Engineering, Inc. will notify the City immediately of any problems that could adversely impact the project schedule.

#### **Task 1.5 - Design Criteria Memorandum**

Quincy Engineering, Inc. will prepare a design criteria memorandum for approval by the City of Elk Grove, City of Sacramento and Caltrans that includes all geometric design criteria assumptions.

**Deliverables:**    **Kick-off Meeting**  
                          **Field Review**  
                          **Project Schedule**  
                          **Design Criteria Memorandum**

### **TASK 2 - Project Management**

#### **Task 2.1 - Project Schedule and Public Hearings:**

Quincy Engineering, Inc. will develop a project schedule showing each task, start and end dates, and task duration. This schedule will be updated and coordinated with the City as appropriate.

The Project Manager and Project Engineer will attend public hearings and / or City Council meetings as part of the preliminary and final design process. The Quincy Engineering, Inc. team will prepare technical information, plans and other presentation materials for the City's use and present the technical aspects of the project and / or provide technical support to the City as needed.

Quincy Engineering, Inc. will coordinate Project Development Team meetings in accordance with Task 2.3.

#### **Task 2.2 - Project Status Reports**

Quincy Engineering, Inc. will submit a Project Status Report each month in hard copy and electronic format. The Project Status Report will include the project schedule with tasks or activities in MS Project; progress of work; status of utility coordination and relocation work; updates to project schedule; information and decisions made; deliverables; problems encountered that may affect schedule, budget, work products with recommendations on mitigation; and anticipated work for the following month.

#### **Task 2.3 - Project Development Team Meetings**

Quincy Engineering, Inc., with guidance from the City of Elk Grove, will facilitate the formation of a Project Development Team to be used as needed throughout the project delivery process. The Project Development Team will bring together project sponsors, stakeholders, and interdisciplinary technical experts at key points in the project delivery process to assure that decision makers are provided with the information needed to make the best project decisions and that decisions are made in a timely manner. The Project Development Team will include representatives from the City of Elk Grove, Caltrans, City of Sacramento, technical personnel from the Quincy Engineering team, and other parties the City believes could provide expertise and help expedite the process. Quincy Engineering, Inc. will schedule Project Development Team meetings each month through the life of this project. The Project Manager, Project Engineer and City staff will attend all team meetings. The Hoyt Company, Fehr & Peers, Orsee Design Associates, and Universal Field Services will attend meetings on an as needed basis up to a maximum of 24 Project Development Team meetings. Quincy Engineering, Inc. will prepare the meeting agendas in consultation with the City, distribute the agenda prior to the meeting date, arrange for appropriate participants to attend, and distribute meeting minutes to the participants within five days after meetings.

### **TASK 3 - Surveys and Mapping**

#### **Task 3.1 – Research, Development and Right of Way**

Topographic Surveys, Inc.'s surveying and mapping processes consist of a series of subtasks that identify or respond to specific concerns associated with the project. Where applicable, surveying and mapping will conform to Caltrans requirements.



These are as follows:

- Aerial and field topographic mapping (e.g. digital mapping, digital terrain cross-sections and profiles)
- Aerial photography
- Processing and scanning topography and imagery
- Analytical aerotriangulation
- Computer aided mapping
- Horizontal and vertical control surveys
- Research and development, right of way
- Development of base maps

Any data that has not been furnished by Caltrans, City of Elk Grove, City of Sacramento and County of Sacramento will be requested in writing. Additional data is expected to include:

- County as-built or private improvement plans for existing roadway and drainage facilities,
- Survey monumentation
- Existing surveys and utility locations.

### **Task 3.2 Primary Horizontal Control Surveys**

Topographic Surveys, Inc. will perform field surveying and mapping services to support the design effort for the Sheldon Road State Route 99 Interchange project. The following summarizes surveying and mapping tasks that will be performed:

- Horizontal control will be established to 2nd Order Class 2 classification for permanent monuments and 3rd Order Class 1 classification or better for temporary monuments.
- There will be a 2nd Order control point at intervals no greater than one mile, with visibility using conventional survey techniques to at least one other 2nd Order control point.
- The horizontal control will be extended from existing U.S. National Geodetic Survey and/or Caltrans stations of 2nd Order or higher, and correlated to the California State Plane Coordinate System using the North American Datum 1983.

### **Task 3.3 - Primary Vertical Control Surveys**

All vertical control will meet or exceed 3rd Order specification and be extended from existing NGS and/or DOT benchmarks of 2nd Order classification. Vertical control will be referenced to National Geodetic Vertical 1929 or 1988 adjustment. The control survey will be balanced using existing benchmarks from on-going improvement projects along State Highway 99.

### **Task 3.4 - Field Topography Surveys**

Based on existing roadway centerline stationing, Topographic Surveys, Inc.'s field surveys will be performed using standard field survey methods to establish utility locations and roadway cross-sections on 20 meter stations. Sufficient survey points will be taken to develop a digital terrain model. Intersections will be profiled and planimetrics will be developed with digital aerial photographic techniques used to check and add detail to field survey data.

### **Task 3.5 - Monumentation**

Topographic Surveys, Inc. will submit a report with all proposed horizontal and vertical monument locations, prior to installation.

### **Task 3.6 - Survey Records**

Upon completion of the project, all information obtained by Topographic Surveys, Inc. will be submitted to the City including original field notebooks, digital field and computations files, control diagram and control data, and aerial photography.

### **Task 3.7 - Aerial Photography and Laboratory Services**

Topographic Surveys, Inc. will have the project area flown and photographed at an altitude of 1,500 feet above mean terrain with equipment that is appropriate for the production of a design scale plan and profile engineering drawings at a scale of 1:500 metric with 0.5 meter contour intervals.

### **Task 3.8 - Digital Mapping**



Topographic Surveys, Inc. will create a continuous, digital topography map at 1:500 for a corridor centered on Highway 99 and Sheldon Road centerline alignments. The width of the corridor mapping will be 70 meters, each side of centerline, except for the interchanges, at 150 meters. The length of the corridor will be Lewis Road to about 600 meters easterly on Sheldon Road and Jacinto Road southerly to Laguna Creek on Route 99.

Topographic Surveys, Inc. will capture, at a minimum, the following digital planimetric and topographic information:

- Hydrographic
- Street
- Visible utility features in alignment area
- Trees, roadways, sidewalks, driveways, buildings, and other such structures/improvements
- Survey control points
- 0.5 meter contours
- Spot elevations

### Task 3.9 - Digital Orthophotography

Topographic Surveys, Inc. will create a continuous digital ortho image of the roadway. The digital orthos will be comprised of pixels no greater than 0.15m at a 1:1 scale. The digital orthos will be a minimum of 400 m wide centered along the alignment.

**Deliverables:**

- Aerial Photos**
- Topographic Survey Data**
- Digital Terrain Model**
- Monumentation Reports**
- Existing Property Lines**

## TASK 4.0 - Environmental Document Processing

### TASK 4.1 - Environmental Coordination

It is understood that the City will conduct environmental services as necessary to satisfy the California Environmental Quality Act and National Environmental Policy Act requirements for the project. The City of Elk Grove's consultant has prepared a Draft Environmental Impact Report that has been circulated and is now preparing an environmental assessment that will likely lead to a Finding of No Significant Impacts. It is likely that these documents will remain independent. Our scope includes assisting the City in the coordination of the development of the environmental document.

Pacific Municipal Consultants will prepare an Area of Potential Effects Exhibit depicting the architectural and archaeological study limits for the National Environmental Policy Act Cultural Resource Study.

Pacific Municipal Consultants will coordinate with Caltrans to obtain approval of the Area of Potential Effects Exhibit from FHWA.

Quincy Engineering, Inc. will prepare engineering exhibits for two public community meetings. The exhibits will convey to the public the major features of the project and the approximate limits of the area impacted by the proposed construction. Exhibits will include a conceptual striping layout superimposed on an aerial photograph at a scale of 1:500 or larger, and typical cross-sections for various segments of the roadway showing existing and proposed widths of the completed project conditions.

Quincy Engineering, Inc. will assist the City in preparing and identifying additional engineering exhibits for technical studies, exhibits for the environmental document prepared by the City, and other necessary documents, as needed, on the proposed improvements. It is assumed that all engineering exhibits will be traditional plans, profiles, and cross-sections and this scope does not include artist's renderings. If renderings are needed, they can be provided on a time and materials basis.

**Deliverables:**

- Area of Potential Effects Exhibit**
- Engineering Exhibits for Public Community Meetings**
- Engineering Exhibits for the Environmental Documents**

## TASK 4.2 – Additional Environmental Technical Studies



Pacific Municipal Consultants will manage the scope of work covered in this task and Quincy Engineering, Inc. will be responsible for overall contract coordination and administration of this task.

**Task 4.2.1 Additional Air Quality Analysis:**

Don Ballanti will revise and reformat the Air Quality Analysis for the project.

Don Ballanti will insert the new numbers from the revised or new traffic analysis into the CALINE-4 model and perform a new analysis.

Don Ballanti will reformat the Air Quality Report to Caltrans and FHWA Standards.

**Task 4.2.2 Natural Environmental Study:**

Foothill Associates will prepare a Draft Natural Environmental Study in accordance with pertinent sections from Caltrans Guidance for Consultants: Procedures for Completing the Natural Environmental Study and Related Biological Reports and updated guidelines in the Local Assistance Procedures Manual. Document will include results of literature review and site assessment, jurisdictional wetland delineation, impact analyses, revegetation and erosion control plan, and if necessary, a discussion of measures to minimize and/or avoid impacts to special status species. All measurements within the document will be given in metric and English.

This document will include information needed to provide a "complete and sufficient" review for both a biological and wetland assessment as summarized on Exhibit 6-Y and 6-Z of the Local Assistance Procedures Manual.

Foothill Associates will submit the draft Natural Environmental Study to Pacific Municipal Consultants for review. Foothill Associates will incorporate revisions requested by Pacific Municipal Consultants.

Foothill Associates will provide the final Natural Environmental Study to Pacific Municipal Consultants and submit the finished document to Caltrans and appropriate resources agencies for review. Foothill Associates will respond to agency comments.

Biological Assessment Report for Section 7 Consultation – Foothill Associates will prepare the Draft Biological Assessment (BA) report in accordance with the template in Caltrans' Standard Environmental Reference. The BA will address federally listed vernal pool invertebrates (i.e. vernal pool fairy shrimp and tadpole shrimp) and the valley elderberry longhorn beetle (VELB).

Foothill Associates will conduct one inspection of the onsite elderberry shrub to identify VELB exit holes. Findings of this inspection will be incorporated into the BA. The BA will assume presence of vernal pool invertebrates in the onsite vernal pools, therefore, no wet or dry season surveys for these species will be conducted.

Foothill Associates will submit draft BA to the City of Elk Grove and Quincy Engineering for review and incorporate any changes requested.

Foothill Associates will provide final BA to the City of Elk Grove and Quincy Engineering. The City of Elk Grove is responsible for requesting Section 7 consultation with Fish and Wildlife Service or providing agency liaison during consultation process.

**Task 4.2.3 Tree Impact Analysis:**

Foothill Associates will assess potential tree impacts for each of the three major alternatives identified by the Project Study Report. The number of trees, by species, will be determined and incorporated into the Natural Environmental Study document.

**Task 4.2.4 Wetland Delineation Revisions:**

Foothill Associates will revise the initial delineation to satisfy the Army Corps of Engineers.

Quincy Engineering, Inc. will provide updated topography mapping for use by Foothill Associates. Foothill Associates will add additional data points throughout project to determine extent of wetland soils; revise current wetland delineation map to incorporate updated topography, show field data points and any new wetland features.



#### **Task 4.2.5 Noise Analysis:**

Bollard & Brennan, Inc. will prepare a technical noise analysis which will address the Caltrans and FHWA Traffic Noise Assessment Protocol. The following scope is included:

1. **Setting - Noise Criteria:** Bollard & Brennan will identify the noise level standards contained in the Elk Grove General Plan

Noise Element and Caltrans Protocol which are applicable to this project as well as germane California Environmental Quality Act and National Environmental Policy Act standards.

2. **Setting - Existing Noise Environment:** Bollard & Brennan will quantify existing traffic noise levels through continuous and short-term noise monitoring at as many locations as necessary to adequately describe the existing setting, in addition to utilization of existing traffic noise level data.
3. **Impacts:** The Protocol requires assessment of potential noise impacts at all noise-sensitive land uses in the project vicinity. Bollard & Brennan will quantify no-project and post-project traffic noise levels at all the existing receivers in the project vicinity pursuant to the Protocol requirements, including the effects of the project improvements.
4. **Noise Mitigation Measures:** Specific recommendations for noise control at impacted receiver locations in the project vicinity will be provided as required by the Protocol. Mitigation options to be considered will include the use of noise barriers, traffic controls, and improvements to building construction.
5. **Preparation of a Written Report:** Bollard & Brennan will provide a written report for use in the development of the Noise Section of the Project environmental documents. The report will contain the results of each previous task in the above-described scope of work, as well as graphics showing noise measurement locations, noise contours, and potential noise mitigation locations as appropriate. The report will be provided as a stand-alone technical analysis in both camera-ready hard copy and on floppy disk.
6. **Preparation of Final Report:** Bollard & Brennan, Inc. will respond to comments on the Noise Study Report and assist in the preparation of the Final Environmental Impact Report and Environmental Assessment.
7. This scope includes attendance at one meeting during this phase of the project by Bollard & Brennan staff.

#### **Task 4.2.6 Initial Site Assessment:**

The Initial Site Assessment will be conducted to obtain information that can be used to identify potential hazardous waste issues within and adjacent to the existing and proposed right-of-way along the interchange. Kleinfelder will use the ASTM E1527-00 methodology as a guideline for conducting the background research needed to obtain this information. This scope of work includes review of published lists of hazardous waste sites, agency file reviews, historical research, field reconnaissance, and report. To the extent feasible, Kleinfelder will utilize historical information provided in the April 5, 2002 Phase I Environmental Assessment Report prepared by the Sacramento County Environmental Management Department. The information obtained will be used to prepare the Initial Site Assessment checklist as outlined in Appendix DD-Hazardous Waste of the Caltrans' Project Development Procedures Manual.

#### **Task 4.2.7 Aerially Deposited Lead Sampling:**

Kleinfelder will conduct soil sampling for aerially deposited lead along the Sheldon Road State Route 99 Interchange. Our proposed scope of work was developed based on previous assessments conducted for aerially deposited lead along freeway interchange roadway improvement projects for Caltrans. Kleinfelder's scope of work will include the following tasks:

- Prepare work plan
- Prepare health and safety plan
- Pre-work site visit to mark sampling locations and conduct utility clearance



- Sample collection-Samples will be collected at approximately 200 m intervals along the unpaved shoulders and ramps, approximately 1.5 to 6 meters from the shoulder. Samples will be collected at 3 depths, ranging from 0.15 to 0.75 m at each location. Proposed sampling locations are as follows:
  - 29 locations along SR99 and ramps (87 samples)
  - 13 locations along Sheldon Road (39 samples)
  - 19 locations along Stockton Blvd (57 samples)
- Samples will be collected using a direct push method (Geoprobe)
- 189 samples (183 samples plus 6 QA/QC) will be analyzed for total lead
- An estimated 18 samples (10%) will be analyzed for soluble lead
- Prepare statistical evaluation and report

Kleinfelder proposes to conduct the environmental sampling simultaneously with the geotechnical investigation, thereby eliminating the need for additional traffic control.

#### **Task 4.2.8 Traffic Impact Report:**

Fehr & Peers will prepare the transportation analysis section for the environmental document utilizing the traffic operations analysis prepared under separate contract with the City. Fehr & Peers has budgeted 8 hours of staff time to respond to Project Development Team and Caltrans comments on the draft transportation analysis section and 16 hours to respond to the draft environmental document.

<b>Deliverables:</b>	<b>Naturals Environment Study</b> <b>Revisions to wetland Delineation</b> <b>Air Quality Analysis Revisions</b> <b>Noise Study</b> <b>Initial Site Assessment</b> <b>Aerially Deposited Lead Testing</b> <b>Traffic Impact Report</b>
----------------------	---

#### **TASK 5 - Coordination with Others**

##### **Task 5.1 - Utility Coordination**

Quincy Engineering, Inc. will identify and coordinate with all utility companies or agencies operating utility facilities that may be impacted by the project.

Quincy Engineering, Inc. will contact each utility to obtain their maps and data showing existing facility information. Quincy Engineering, Inc. will then identify utilities in conflict and will provide this information to the utility companies and agencies. Quincy Engineering, Inc. will be proactive in planning and coordinating with all utility companies and agencies to ensure that no unnecessary delays occur due to utility company and agency reviews, construction, and relocations. Quincy Engineering, Inc. will arrange coordination meetings and, as needed, construction meetings with all utility companies and agencies impacted by the project.

Quincy Engineering, Inc. will work with the City of Elk Grove and City of Sacramento to issue Utility Relocation Notices. It is assumed that each utility company will design and construct the relocations, as required.

As appropriate, Quincy Engineering, Inc. will reflect either existing utility locations or relocated utilities on the project plans and in the special provisions.

##### **Task 5.2 - Coordination with Federal, State and Other Agencies**

This task provides for up to 80 hours of Quincy Engineering, Inc. staff time for coordination of meetings that may be needed for the review of various issues and permit applications with State and Federal Agencies. Pacific Municipal Consultants will coordinate and lead the meetings relating to environmental issues and permits. Quincy Engineering, Inc. will coordinate and lead all other meetings.

##### **Task 5.3 - Coordination with Adjacent Development and Projects**

This task provides for up to 48 hours of Quincy Engineering, Inc. staff time for coordination with adjacent property owners that are concurrently preparing or planning for development that may be impacted by this project.



#### **Task 5.4 - One-on-One Property Owner Meetings**

Quincy Engineering, Inc. Project Manager and the City's Project Manager will meet with property owners up to ten (10) meetings as necessary to discuss the proposed project and potential impacts to their properties. These meetings would be timed in advance of the Public Meetings so as to diffuse any potential controversy.

#### **TASK 6 - Traffic Forecasts/Modeling**

**All Fehr & Peers Scope of Work shown here as Task 6 is budgeted in a separate contract with the City. Hours included in Task 6 is for Quincy Engineering, Inc. coordination only.**

This scope of work includes the tasks necessary to prepare the traffic report for the SR 99/Sheldon Road Interchange Project Report.

#### **Task 6.1 - Existing Conditions Analysis**

Fehr & Peers will collect new a.m. and p.m. peak hour counts at the following locations:

- SR 99 mainline north and south of Sheldon Road;
- Calvin Road/SR 99 southbound on-ramp junction;
- Calvin Road/SR 99 northbound off-ramp junction;
- Sheldon Road/West Stockton Boulevard;
- Sheldon Road/East Stockton Boulevard;
- Sheldon Road/Lewis Stein Road;
- Sheldon Road/Bruceville Road
- Bruceville Road/Consumnes River Boulevard
- Center Parkway/Bruceville Road
- East Stockton Boulevard/State Route 99 northbound off-ramp;
- East Stockton Boulevard/State Route 99 northbound on-ramp;
- West Stockton Boulevard/State Route 99 southbound off-ramp; and
- West Stockton Boulevard/State Route 99 southbound on-ramp.

In addition to the intersections identified above, Fehr & Peers has budgeted to count up to three additional intersections. The counts will be conducted mid-week (Tuesday through Thursday) during morning (7:00-9:00 a.m.) and evening (4:00-6:00 p.m.) peak periods. One site visit will be conducted to verify existing geometrics and traffic control in the study area. Using the data collected, Fehr & Peers will document the current traffic operations of analysis locations based on the methodology contained in the 2000 Highway Capacity Manual. The existing conditions analysis will also include an evaluation of traffic safety based on a review of TASAS accident data for the past three years. TASAS accident data will be provided by Caltrans.

#### **Task 6.2 - Travel Demand Forecasts**

Fehr & Peers will use the 2002 MTP 2025 SACMET model to generate a.m. and p.m. peak hour traffic volume forecasts for the study locations listed in Task 6.1 plus the following new facilities:

- Sheldon Road/West Stockton Boulevard (realigned); and
- Sheldon Road/East Stockton Boulevard (realigned).

The forecasts will include traffic volumes for the freeway mainline, freeway ramps, and intersections. Fehr & Peers will submit a technical memorandum to document the assumptions and results of the forecasting process for the City and Caltrans review and approval prior to completion of the operations analysis. Once the 2025 forecasts are approved, Fehr & Peers will develop forecasts for the proposed construction year based on a linear interpolation between existing and future 2025 volumes.

#### **Task 6.3 - Operations Analysis**

Fehr & Peers will analyze the freeway ramp junctions, freeway weaving sections, and ramp terminal intersections listed in Tasks 6.1 and 6.2 for the following scenarios:

- Existing (2001) conditions;
- Construction year with the preferred interchange configuration;
- Design year (2025) with existing interchange configuration ("no project" conditions) and



- 
- Design year (2025) with the preferred interchange configuration.
- 

For the northbound on-ramp, Fehr & Peers will also evaluate ramp metering for construction year conditions according to the Caltrans Ramp Meter Design Guidelines.

Morning and evening peak hour operations will be analyzed for each scenario using the same analysis procedures listed above under existing conditions. The results will contain peak hour Level of Service and the associated performance measure. For intersections, Fehr & Peers will also provide projections of queuing for critical movements.

#### **Task 6.4 - Traffic Report Documentation**

The results of the traffic operations analysis will be documented in a traffic operations report. The draft report will be submitted to the City and Caltrans for review and comment. Fehr & Peers will respond to one set of written comments. Up to 8 hours of staff time has been budgeted to respond to the comments and prepare the final report.

Fehr & Peers will attend up to eight meetings with the project team. Additional meetings and hearings will be attended on a time and materials basis according to the most current billing rate schedule.

Deliverables via separate contract with the City:

**Existing Conditions Analysis  
Traffic Demand Forecast (2025)  
Traffic Operations Report**

#### **TASK 7 - Engineering Studies and Draft Report**

The Quincy Engineering, Inc. team will prepare engineering studies needed for the Project Report and Environmental Document. A public community meeting will be held during this task. It will be timed so that enough of the studies are completed to be able to share useful information with the public regarding preliminary engineering study results. Appropriate presentation material will be prepared by Hoyt Company and Quincy Engineering, Inc.

##### **Task 7.1 A – Laguna Creek Floodplain Modeling**

WRECO will review all available hydrologic and hydraulic data from the County of Sacramento, City of Elk Grove, FEMA and other agencies. WRECO will conduct a field reconnaissance to assess the site conditions and identify key hydraulic design issues for both the Laguna Creek floodplain modeling and the Sheldon Road overland flow modeling. WRECO will perform floodplain hydraulic studies for the Laguna Creek floodplain in vicinity of the Sheldon Road/SR99 Interchange to minimize floodplain impacts from the proposed project. The revisions to the Hydraulic Model will reflect the proposed changes to drainage in the Sheldon Road/SR99 Interchange Improvement Project. WRECO will work with Quincy staff to make recommendations on potential mitigation measures, such as detention basin, to minimize the effects of any increase in discharge from the project. WRECO will coordinate with Quincy to obtain the design flows, the most recent floodplain model and LOMR and CLOMR data. Quincy will provide WRECO recent aerial survey and topographic information of the studied floodplain areas.

Deliverables: **Laguna Creek Floodplain Technical Memorandum (Draft & Final)**

##### **Task 7.1 B – Sheldon Road 100-Year Floodplain Modeling**

WELCO will perform floodplain hydraulic analysis for the 100-yr storm event overland flow along Sheldon Road in vicinity of the Project. The purpose of the analysis is to evaluate whether the existing street has the capacity to handle the 100-year flood flow. WRECO will work with Quincy staff to make recommendations on necessary flood proofing measures. WRECO will coordinate with Quincy to obtain overland flow analyses for adjacent developments. Quincy will provide WRECO recent aerial survey and topographic information of the studied section of Sheldon Road.

Deliverables: **Sheldon Road 100-year Flood Flow Capacity Technical Memorandum (Draft & Final)**

##### **Task 7.2 - Drainage Report**

Quincy Engineering, Inc. will prepare the Drainage Report. This study will review anticipated rainfall and how the resulting





storm water will be handled within the project area. Quincy Engineering, Inc. will determine if upgrades or changes are needed to the existing drainage facilities. Caltrans culvert maintenance records and discussions with Caltrans and Sacramento County maintenance workers will provide insight as to the adequacy of the existing system. The Hydraulics and Hydrology Study Report will be reviewed by Caltrans North Region Hydraulics Branch for concurrence. Quincy Engineering, Inc. will incorporate appropriate comments into the final Hydraulics and Hydrology Study Report and will provide written response to all review comments.

#### **Task 7.3 - Preliminary Geotechnical Studies**

At the start of the project, we understand that the existing geotechnical information for the interchange will be made available to Kleinfelder for review. Kleinfelder will review this information along with existing information contained in their files, visit the site, and prepare a preliminary report of findings and conclusions regarding foundation support for the proposed new structures.

#### **Task 7.4 - Landscape Architecture Study**

Orsee Design Associates will create the Master Plan/Conceptual Planting Plans for the Interchange. Plans (30%) will be prepared at approximately 1:1000 scale. Prior to a final concept being prepared, Orsee Design will prepare two preliminary concepts to be reviewed with Caltrans and the City; one utilizing Caltrans budgetary standards and the other showing a more urban approach in accordance with City of Elk Grove requirements.

- Planting concepts proposed and color rendered
- Planting concepts will show proposed setbacks, proposed plant materials, and other setbacks.
- Perspective color renderings for each Planting concept. Perspective will show planting at maturity. If needed and desired by the City, Orsee Design will prepare vignettes of selected areas to show the landscape element from critical vantage points.

#### **Task 7.5 - Structure Advance Planning Studies**

Quincy Engineering, Inc. will develop Advance Planning Studies for the following structures:

- Sheldon Road Overcrossing
- Whitehouse Creek Box Culvert Extension (two sides)
- Whitehouse Creek Bridge (East Stockton Boulevard)
- Retaining Wall on Southbound Route 99 adjacent to San Joaquin Cemetery

Issues that will be considered during these studies include construction staging, traffic handling, foundation types, and aesthetics. Quincy Engineering, Inc. will develop a plan view, profile view, typical section, and cost estimate for up to two bridge alternatives or structure types at each location.

#### **Task 7.6 - Pumping Plant Design Report**

RBF Consulting will prepare the Basis of Design Report for the proposed storm water pumping plant.

#### **Task 7.7 – Right of Way Data Sheet**

Quincy Engineering, Inc. will prepare preliminary layout plans for each viable alternative showing anticipated limits of right-of-way acquisition, temporary construction easements, and permanent easements, and showing utility relocation needs. Universal Field Services, Inc. will develop Right-of-Way Data Sheets to estimate right of way and utility relocation costs and the anticipated right-of-way acquisition schedule for inclusion in the Project Report. This scope assumes up to three Right of Way Data Sheets will be prepared to cover all parcels required for the project.

#### **Task 7.8 - Utility Relocation Study**

Quincy Engineering, Inc. will prepare mapping to show all anticipated utility conflicts, develop a cost estimate for relocation in the Right-of-Way Data sheet and recommend a schedule for utility relocation prior to construction. There may be some cases where relocation prior to construction is not feasible. In these cases, utilities will be relocated during construction by the contractor or through a coordination clause in the construction contract.

#### **Task 7.9 - Prepare Fact Sheets for Exceptions to Design Standards**

Quincy Engineering, Inc. will prepare any Fact Sheets for Exceptions to Design Standards identified during this preliminary phase. It is anticipated that one mandatory standard (local road access) and one advisory standard (side slopes) will require



exceptions.

#### **Task 7.10 – Storm Water Data Report**

WRECO will prepare the required Storm Water Data Report according to the Caltrans Storm Water Quality Handbook – Project Planning and Design Guide, September 2002. This report documents the process of selecting and designing the Water Quality Best Management Practices for the project. The Environmental Impact Report prepared by Pacific Municipal Consultants, including the Water Quality Impact Report, for the project will be available for the preparation of the Storm Water Data Report. Checklists for the Storm Water Data Report and a condensed version of the report will be prepared. Sizing and locations of the necessary Best Management Practices will be preformed as well.

<b>Deliverables:</b>	<b>Design Hydraulic and Hydrology Study Report</b> <b>Drainage Report</b> <b>Pumping Plant Basis of Design Report (responsibility of RBF)</b> <b>Traffic Studies</b> <b>Preliminary Geotechnical Report</b> <b>Landscape Architecture Study</b> <b>Structure Advance Planning Study</b> <b>Right-of-Way Data Sheets</b> <b>Utility Relocation Study</b> <b>Design Exception Fact Sheets</b> <b>Storm Water Data Report</b>
----------------------	--

#### **TASK 8 - Public Outreach**

Specific components of the public outreach program for Sheldon Road/State Route 99 Improvements will include the following:

##### **Task 8.1 - Project Mailing List**

The Hoyt Company will work in collaboration with the City of Elk Grove to develop an inclusive and diverse stakeholder mailing

list. When developing a mailing list, the Hoyt Company will incorporate all interested parties, including key stakeholders, community groups, civic groups, neighborhood associations, business and planning professionals, transportation advocacy groups, environmental groups, elected officials, local, state and federal agencies, and various other public individuals, such as but not limited to:

- Elk Grove Chamber of Commerce
- Elk Grove elected officials
- Neighborhood associations
- Land owners/occupants
- Sensitive land uses (churches, schools, etc.)

The Hoyt Company will utilize MetroScan, a database development computer software program that can be tailored to the project area, to develop the property owner mailing list.

The Hoyt Company has conducted initial database research on Sheldon Road at State Route 99 Interchange using MetroScan. The search included area boundaries of Lewis Stein Road to the west and approximately 1,400 feet easterly on Sheldon Road and, from Jacinto Road southerly to Laguna Creek on State Route 99. The Hoyt Company found approximately 971 property owners in the vicinity of the project area that may be affected or have an interest in the project.

The Hoyt Company will utilize this mailing list to identify participants for the public workshop. The mailing list is estimated to consist of stakeholders and general public distribution of up to 1,500 names.

##### **Task 8.2 - Project Newsletters**

The Hoyt Company will produce two project newsletters to be sent to the above stakeholder mailing list during the 24-month project. These newsletters will serve as informative educational pieces and provide an opportunity to announce and invite the community to attend the public workshops.

##### **Task 8.3 - Public Workshops**



It is important to offer the public a forum to voice questions, concerns and issues relating to the Sheldon Road Interchange Project. The Quincy Engineering, Inc. Team recommends holding two public workshops. The first public workshop will be held at the beginning of the project and the second public workshop will be held near the middle of the project. Public workshops create an informational, participant convenient, and interactive environment between City staff, project staff and the community.

Quincy Engineering, Inc.'s Project Manager and Project Engineer will attend these two workshops and will be prepared to present the project features. Quincy Engineering, Inc. will conduct these meetings. It is assumed that Pacific Municipal Consultants will present the environmental findings of the project.

The Hoyt Company will be responsible for all event logistics including room rental, room set up and clean up, sign-in, nametags, refreshments, comment cards and a written workshop summary. In order to attempt to capture everyone's comments, participants will have the opportunity to fill out comment cards at each station. The Hoyt Company will take extra steps to ensure high attendance and participation at the public workshop and make personal reminder phone calls to stakeholders. The Hoyt Company has developed a relationship with The Sacramento Bee Neighbors, Elk Grove/Laguna Edition, and will place an advertisement prior to the public workshop to encourage attendance.

#### **Task 8.4- Agency and Government Coordination**

The Hoyt Company will assist with coordination with the City of Sacramento, the County of Sacramento and the development community. The Hoyt Company will provide coordination and strategic counsel and advise the project team throughout the duration of the project. Coordination efforts will include, but not be limited to, the following:

- Coordination with Thomas Pace of City Planning, Tim Mar, Merhdad Nazeri, Aileen Foley, and Councilwoman Pannell of City of Sacramento Council District #8.
- Coordination with Robert Sherry of Sacramento County Planning, County Public Works, Jane Smith, and Supervisor Don Nottoli of Sacramento County District #5, as well as the County Clerk regarding Board of Supervisor's approval of funds form two distinct financial districts.
- Set-up and attend first City of Elk Grove/City of Sacramento/ County of Sacramento Coordination meeting. Meeting will have both a technical focus as well as a focus to get the other two local jurisdictions to be supportive of the project and to get them to commit the necessary staff resources to help the City of Elk Grove move forward as quickly as possible.
- Assist in preparation for Councilmember attendance on the Sacramento Metropolitan Chamber of Commerce's Capitol to
- Capitol trip in May 2003. Provide talking points and support for the City's number one priority, Sheldon Road/ 99 interchange.

Up to 50 hours of Wendy Hoyt's time, on an as needed basis, has been budgeted to this project .

**Deliverables:**      **Project Mailing List**  
                             **Project Newsletters**  
                             **Public Workshops**  
                             **Agency and Government Coordination**

#### **TASK 9 - Prepare Geometric Plans for Alternatives**

Quincy Engineering, Inc. will develop geometric plans for up to three alternatives. This scope assumes refinement of the three alternatives shown in the Project Study Report as Alternatives 1, 2 and 3. Quincy Engineering, Inc. will develop:

- Horizontal alignments
- Vertical alignments of Sheldon Road, frontage roads, and ramps
- Typical cross-sections
- Intersection designs

The geometric plans of alternatives will be submitted to the City and Caltrans for approval of the project's geometric features.

**Deliverable:**      **Geometric Plans for Up to Three Alternatives**

#### **TASK 10 - Prepare Preliminary Cost Estimates**

Quincy Engineering, Inc. will prepare an itemized preliminary cost estimate for construction. Construction items (including supplemental work), quantities, unit prices, subtotals, and contingencies will be included in the estimate.



**Deliverable: Project Report Cost Estimate following Caltrans format**

## **TASK 11 - Project Report**

### **Task 11.1 - Draft Project Report**

Quincy Engineering, Inc. will prepare a Draft Project Report and submit it to the City and Caltrans for review and comments. This report will be developed in accordance with the Caltrans Project Development Procedures Manual. The approval of this Draft Project Report will enable the circulation of the draft Environmental Assessment.

### **Task 11.2 - Finalize Project Report**

Based upon comments received during the circulation of the Draft Project Report, Quincy Engineering, Inc. will revise and submit the final Project Report to the City and Caltrans for approval.

**Deliverables: Draft Project Report (20 Hard Copies)**  
**Final Project Report (20 Hard Copies)**

## **FINAL DESIGN PHASE**

## **TASK 12 - Prepare Final Engineering Reports**

### **Task 12.1 - Prepare Structure Foundation Report**

For the geotechnical investigation, Kleinfelder proposes to explore the subsurface conditions at the site by advancing 11 borings for the interchange. This includes three deep borings being drilled for the new structure, 2 shallower borings for the retaining wall along the existing cemetery, and eight shallower borings being drilled for the approach ramps and intersection modifications. A cost has been included for up to six additional borings for the bridges/box culverts for Whitehouse Creek. Borings would be drilled with a truck-mounted drill rig to a depth of 125 feet at the abutments and 100 feet at the center bent for the structure and to depths of 15 to 20 feet for the approach ramps and intersection modification. Borings for Whitehouse Creek would be drilled to a

depth of about 50 feet below site grade. An engineer from Kleinfelder will maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing. Traffic control will be provided for the center bent boring and the retaining wall borings in State Route 99 and as necessary for the Whitehouse Creek borings. The remaining borings will be drilled off of the pavement on shoulders and open areas around the interchange. Kleinfelder will obtain Sacramento County drilling permits. Quincy Engineering, Inc. will obtain right of entry and Caltrans encroachment permits.

Route 99 right of way. Upon completion, the three deep borings will be backfilled with grout and the remaining borings would be backfilled with the cuttings. Pavements would be patched with cold patch asphalt concrete or Portland cement concrete. Cuttings will be contained in drums and hauled away by a certified waste hauler.

Laboratory tests will be performed on selected samples to evaluate the density, gradation characteristics, corrosion characteristics, swell potential, strength, and compressibility of the materials encountered during our field investigation. Selected samples will also be tested for corrosivity. In addition, four (4) R-Value tests will be performed upon samples obtained from the interchange for the design of asphalt concrete pavements. The tests selected and the frequency of testing will be based on the subsurface conditions actually encountered.

Results of our field explorations, laboratory testing, and engineering analyses will be summarized in one draft report for both sites containing the following:

- A description of the proposed project.
- A description of the surface and subsurface site conditions encountered during our field investigation.
- A description of the site geologic setting and possible, associated geology-related hazards.
- A brief discussion of the corrosion potential of the near-surface soils encountered during our field exploration based on laboratory corrosivity tests performed. A detailed analysis of corrosion test results is not included in this proposal).
- Recommendations related to the geotechnical aspects of:



- Site preparation, engineered fill, and trench backfill;
  - Temporary excavations and shoring for abutments and pump station;
  - Stability of cuts and embankment fills;
  - Permanent slopes and erosion protection;
  - Bridge foundation design and construction including driven piling and drilled shafts;
  - Seismic design parameters for use in structural analysis based upon Caltrans methods including recommended ARS curves;
  - Earth retaining and abutment walls;
  - Pump station design parameters and
  - Asphalt concrete pavements.
- Plates including a site location map, a borings location plan, a geologic map, ARS curves, and a map of local faults.
- An appendix that will include a summary of the field investigation including test boring logs and laboratory testing programs including laboratory test results.

A final report will be prepared once the draft report has been reviewed by the City and Caltrans. This proposal assumes one round of comments will be incorporated into the final report.

The scope of work for the Whitehouse Creek bridges and box culverts is based on performing additional exploration while performing the exploration for the Sheldon Road Overcrossing.

Kleinfelder anticipates that obtaining the necessary permits, clearing utilities, and coordinating site access will take two to four weeks.

Necessary removal of fences or gates, permission to enter sites from the owners and leaseholders, and required use permits will be secured by Quincy Engineering, Inc. and the City of Elk Grove prior to initiating field activities. Costs associated with removals, obtaining access permission and permits will be the responsibility of the City of Elk Grove.

Prior to initiating subsurface explorations, all site utilities and utility easements must be accurately located in the field, on a scaled map, or both. Kleinfelder will work with the drilling and excavating subcontractor to assure that at least 48-hours notice is provided to Underground Service Alert, property owners and leaseholders.

#### Task 12.2 - Prepare Traffic Management Plan

Quincy Engineering, Inc., in conjunction with Fehr & Peers, the City of Elk Grove, and Caltrans will develop the Traffic Management Plan for the project. The plan will document specific measures required to reduce impacts to traffic and the costs of implementation. It will include lane closure charts (specific hours during the day and/or night when traffic lanes can be closed). It will specify traffic control devices to be used to improve traffic flow and safety through the work zone and press releases to communicate upcoming lane closures.

#### Task 12.3 - Update Other Engineering Reports (If Needed)

If new information is discovered that changes the results of engineering reports completed during the Project Report stage, these reports will be updated.

Deliverables: **Final Engineering Reports**

#### TASK 13 - Prepare Plans, Specifications, and Estimate

Quincy Engineering, Inc. will prepare and submit 30%, 65%, 90%, and 100% Plans, Specifications, and Estimate. A separate PS&E package will be prepared for the landscaping. There will be a Project Development Team meeting after the 30%, 65% and 90% submittals. Quincy Engineering, Inc. will prepare the submittals according to Caltrans standards established at the beginning of the Final Design Phase.

##### Task 13.1 - Prepare Draft Plans (Roadway)

Quincy Engineering, Inc. will prepare draft roadway contract plans. It is anticipated that the following types of plan sheets will be needed for each segment. (The anticipated number of plan sheets for each type is shown in parentheses.)

Sheldon Road State Route 99 Interchange Reconstruction	Sheldon Road Interchange Landscape Contract
---	--



<ul style="list-style-type: none"> <li>♦ Title Sheet (1)</li> <li>♦ Typical Cross Sections (4)</li> <li>♦ Layouts (14)</li> <li>♦ Profile and Superelevation (9)</li> <li>♦ Construction Details (3)</li> <li>♦ Contour Grading Plan (2)</li> <li>♦ Drainage Plans (14)</li> <li>♦ Drainage Profiles (6)</li> <li>♦ Drainage Details (4)</li> <li>♦ Drainage Quantities (1)</li> <li>♦ Pumping Plant Plans (23)</li> <li>♦ Utility Plans (14)</li> <li>♦ Stage Construction, Traffic Handling Plans, and Detours (22) <ul style="list-style-type: none"> <li>♦ Construction Area Signs (1)</li> <li>♦ Pavement Delineation &amp; Sign Plans (14)</li> <li>♦ Overhead Sign Plans and Details (10)</li> <li>♦ Summary of Quantities (3)</li> <li>♦ Signal, Lighting and Electrical Systems Plans and Details (16) <ul style="list-style-type: none"> <li>♦ Existing Landscaping Restoration Plans (2)</li> <li>♦ Erosion Control Plans (2)</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>♦ Title Sheet (1)</li> <li>♦ Construction Area Signs (1)</li> <li>♦ Sheet Index (1)</li> <li>♦ Plant Index (1)</li> <li>♦ Planting Plan (14)</li> <li>♦ Irrigation Plan (9)</li> <li>♦ Sprinkler and Misc. Details (3)</li> <li>♦ Quantities (2)</li> </ul>
<b>Total Roadway Plans (165)</b>	<b>Total Landscape Contract Plans (32)</b>

Quincy Engineering, Inc. will prepare all plan sheets except the following:

- Fehr & Peers will prepare signal, ramp metering, lighting and electrical systems plans.
- Orsee Design Associates would prepare the planting and irrigation plans and details.
- WRECO will prepare the Erosion Control plans to address potential construction impacts and any necessary permanent water quality Best Management Practices.
- WRECO will also perform a review of Quincy Engineering Inc.'s Drainage Plans and Report for the 65% and 100% PS&E submittals.
- RBF Consulting will prepare all the storm water pumping plant plan sheets.

#### Prepare Traffic Signal Plans

Fehr & Peers will prepare draft signal plans, specifications, and estimates for the two new ramp intersections at Sheldon Road and State Route 99, at the Sheldon Road/Lewis Stein Road and Sheldon Road/East Stockton Boulevard realignment intersections, and for the new signal at Sheldon Road/proposed driveway between Lewis Stein Road and the southbound ramps as shown in Alternatives 1 and 3 (Conceptual Geometric Drawings) in the Project Study Report. Fehr & Peers will also prepare draft plans for the traffic signal interconnect between the two ramp intersections at Sheldon Road and State Route 99. Draft plans, specifications, and estimates will be submitted to Caltrans and the City for review and comment. The plans, specifications, and estimates will be prepared in accordance with Caltrans requirements.

#### Prepare Temporary Traffic Signal Design

Fehr & Peers will prepare draft plans, specifications, and estimates for the design of temporary traffic signals for the two ramp intersections on Sheldon Road and for the Sheldon Road/East Stockton Boulevard intersection. It is assumed that the interchange project will include two stages of construction and that two temporary traffic signals designs per intersection will be required. Draft plans, specifications, and estimates will be submitted to Caltrans and the City for review and comment. The plans, specifications, and estimates will be prepared in accordance with Caltrans requirements.

#### Prepare Ramp Metering Plans

Fehr & Peers will prepare draft ramp metering plans, specifications, and estimates for the three ramps on Sheldon Road and State Route 99. Draft plans, specifications, and estimates will be submitted to Caltrans and the City for review and comment. The plans, specifications, and estimates will be prepared in accordance with Caltrans requirements. Draft plans, specifications, and



estimates will be submitted to Caltrans and the City for review and comment. The plans, specifications, and estimates will be prepared in accordance with Caltrans requirements.

#### **Prepare Highway/Street Lighting Design**

Fehr & Peers will prepare draft lighting and sign illumination plans for the ramps at State Route 99 and Sheldon Road and lighting plans for Sheldon Road between Lewis Stein Road and the East Stockton Boulevard realignment.

#### **Prepare Planting, Irrigation Plans, and Retaining Wall Aesthetic Treatment Plans**

Orsee Design Associates will prepare plans to communicate planting and aesthetic treatment concepts to the City, Caltrans, and the residents. Orsee Design has allocated for two meetings for presentation of the retaining wall treatment and landscape concepts. Orsee Design is assuming the aesthetic treatment and landscape concepts will be presented at the same time. Retaining Wall concept plans will indicate pattern, color, material, and dimensions.

#### **Prepare Storm Water Pumping Plant Plans**

RBF Consulting will prepare the draft 30%, 65%, and 90% plans as well as specifications, and cost estimates for the 65% and 90% submittals. RBF Consulting will also develop the final (100% submittal) plans, specifications, and estimate for the storm water pumping plant. Two (2) general plans, eight (8) structural plans, seven (7) mechanical plans, and six (6) electrical and instrumentation plans are anticipated for the storm water pumping plan. RBF Consulting has allocated five meetings during the course of the design.

#### **Task 13.2 – Prepare Structure Plans**

Quincy Engineering, Inc. will prepare the design of the Sheldon Road Overcrossing, Whitehouse Creek Culvert Extension, and Whitehouse Creek Bridge (East Stockton Boulevard). As part of this task a Bridge Type Selection Meeting will be held to gain input from the City, Caltrans, and other project stakeholders prior to the start of the final design. Upon concurrence from both the City and Caltrans on the bridge type, final design will commence. The final bridge design will be performed in accordance with Caltrans "Bridge Design Specifications" and other Caltrans structure design manuals. Design will be based on the "Load Factor Design" method, with HS20-44 and permit truck design live loads. Seismic design will be performed in accordance with Caltrans "Seismic Design Criteria" (Version 1.2) and the latest information available from Caltrans Earthquake Research. Computer analysis and design programs used are "state-of-the-art" for bridge design. The design will address:

- Constructibility and Construction Cost
- Structural efficiency
- Seismic design
- Stage construction
- Standardization
- Aesthetics
- Utilities

It is anticipated that the following bridge plan sheets will be needed. (The anticipated number of plan sheets for each type is shown in parentheses.)

Sheldon Road Overcrossing	Whitehouse Creek Bridge (East Stockton Boulevard)
<ul style="list-style-type: none"><li>◆ General Plan (1)</li><li>◆ Deck Contours (1)</li><li>◆ Foundation Plan (1)</li><li>◆ Abutment Details (3)</li><li>◆ Bent Details (3)</li><li>◆ Typical Section (1)</li><li>◆ Girder Layout (1)</li><li>◆ Miscellaneous Details (1)</li><li>◆ Approach Slab Details (2)</li><li>◆ Log of Test Borings (2) – New and Old</li></ul>	<ul style="list-style-type: none"><li>◆ General Plan (1)</li><li>◆ Deck Contours (1)</li><li>◆ Foundation Plan (1)</li><li>◆ Abutment Details (1)</li><li>◆ Typical Section (1)</li><li>◆ Miscellaneous Details (1)</li><li>◆ Approach Slab Details (2)</li><li>◆ Log of Test Borings (1)</li></ul>
<b>Total Sheets: 16 (Bridge)</b>	<b>Total Sheets: 9 (Bridge)</b>



Whitehouse Creek Culvert Extension	Retaining Wall Southbound Route 99
<ul style="list-style-type: none"><li>♦ General Plan (1)</li><li>♦ Foundation Plan (2)</li><li>♦ Typical Section and Layout (1)</li><li>♦ Miscellaneous Details (2)</li><li>♦ Log of Test Borings (1)</li></ul>	<ul style="list-style-type: none"><li>♦ General Plan (1)</li><li>♦ Foundation Plan (1)</li><li>♦ Typical section &amp; Details (2)</li><li>♦ Misc. Details (1)</li><li>♦ Log of Test Borings (1)</li></ul>
Total Sheets: 7 (Bridge)	Total Sheets: 6 (Retaining Wall)
Total Bridge Plan Sheets: 38	

Quincy Engineering, Inc. will prepare all structure plan sheets except the following:

- Kleinfelder will prepare the Log of Test Borings.

This task includes up to 40 hours of coordination with Caltrans for the pumping plant design.

#### Task 13.3 - Prepare Geometric Approval Drawings (30%)

Quincy Engineering, Inc. will prepare Geometric Approval Drawings (30% plans) and submit them to Caltrans and the City of Elk Grove for approval. This scope assumes one round of comments to be addressed in the final geometric approval drawings submittal. This scope includes one coordination meeting to discuss the comments on the draft geometric approval drawings submittal. Ten (10) sets of the Geometric Approval Drawings (30% plans) will be provided.

**Deliverables: Ten (10) sets of the 30 % Plans**

#### Task 13.4 - Prepare and Submit 65% Draft Plans (Roadway and Structures)

Quincy Engineering, Inc. will prepare and submit 65% Plans, Quantities, and Cost Estimate to the City of Elk Grove and Caltrans for review and comment. This scope allows a Project Development Team Meeting to be held after the review period to expedite the comment period and to assist in the communication within the Team. Ten (10) sets of the 65% Plans, Quantities, and Cost Estimate will be provided.

**Deliverables: Ten (10) sets of the 65% Plans, Quantities, and Cost Estimate**

#### Task 13.5 - Independent Design Check

An independent check of the roadway and structures design will be performed at this stage. The bridge and retaining wall plans will be reviewed for completeness, constructability, and conformance to design criteria. This involves a completely independent analysis of the project using the unchecked bridge detailed plans and 65% roadway plans by an engineer that has not been directly involved in the design. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised as appropriate.

#### Task 13.6 - Prepare Special Provisions

Quincy Engineering, Inc. will prepare contract technical specifications to be submitted at the 90% and 100% submittals. The technical specifications will be based on the Caltrans Standard Specifications and Special Provisions. It is understood that Caltrans will provide the technical specifications for the construction of the new pumping plant and removal of the old pumping plant.

The technical specifications will be submitted with the plans to the City of Elk Grove according to the City's submittal process. It is our understanding that Caltrans will advertise, award, and administer the construction contract. Quincy Engineering, Inc. will merge Caltrans boilerplate specifications with the technical specifications.

#### Task 13.7 - Prepare Quantities and Estimate





Quincy Engineering, Inc. will prepare cost estimates for the proposed project at 65%, 90%, and 100% submittals. Quantities will be developed in accordance with standard Caltrans pay items. Caltrans Construction Cost Database or other databases as directed by the City, will be used to estimate item prices. Project estimates will show individual pay items, quantities, and costs as well as a project cost summary, including appropriate supplemental work items and contingencies.

**Task 13.8 - Quality Assurance, Quality Control and Constructability Review Program**

As an integral part of the Quincy Engineering, Inc. Quality Assurance, Quality Control and Constructability Review Program, a senior level engineer will review the entire draft PS&E (90% PS&E) package for uniformity, compatibility, and constructability.

The review will include, but not be limited to, comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to assure that the final design is in accordance with all environmental documents, project report, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to assure that each construction item has been covered.

**Task 13.9 - Submit 90% Draft Plans, Specifications, and Estimate**

Quincy Engineering, Inc. will revise the 65% plans based on comments received. Quincy Engineering, Inc. will then prepare and submit 90% plans, specifications, and estimate. Quincy Engineering, Inc. will conduct a Draft plans, specifications, and estimate adjudication meeting to review the submittal with the Project Development Team. Quincy Engineering, Inc. will incorporate the review comments into the final 100% plans, specifications, and estimate submittal and provide a summary of responses to the comments. After comments are received, a final 100% set of plans, specifications, and estimate will be prepared.

Provided at 90% plans, specifications, and estimate will be:

- Ten (10) sets of 11"x17" plans (roadway and structures)
- Ten (10) copies of draft special provisions
- Ten (10) copies of engineer's estimate
- One copy of design calculations (structures only)
- One copy of independent design calculations check (structures only)
- Two (2) copies of quantity calculations (structures only)

**Deliverables:**    **Ten (10) sets of 11" x 17" Plans**  
                         **Ten (10) copies of Draft Special Provisions**  
                         **Ten (10) copies of the Engineer's Estimate**  
                         **One (1) copy of the Structural Design Calculations**  
                         **One (1) copy of Independent Structural Design Calculations Check**  
                         **Two (2) copies of Structures Quantity Calculations**

**Task 13.10 - Prepare Resident Engineer's File**

Quincy Engineering, Inc. will prepare the Resident Engineer's File. Included in this file will be copies of the environmental document, project report, foundation report, hydraulics report and any notes from the designer regarding unusual or unique items and any other information that the Resident Engineer should be made aware.

**Task 13.11 - Prepare Surveyor's File**

Quincy Engineering, Inc. will prepare the Surveyor's File including copies of all survey staking notes generated by our design software for both finished sub-grade and final roadway grade, and copies of alignments and calculations.

**Task 13.12 - 100% Final Plans, Specifications, and Estimate Submittal**

This phase incorporates comments from draft plans, specifications, and estimate and produces final plans, specifications, and estimate ready for advertisement. Upon receiving comments from the City, Caltrans, and other stakeholders, each comment will



be reviewed, discussed and addressed in writing. All apparent conflicts will be resolved in person or via telephone/ fax as necessary.

The Quincy Engineering, Inc. team will finalize roadway and structure plan sheets, special provisions, and cost estimate based upon response to comments received from the Draft plans, specifications, and estimate submittals.

Provided at 100% plans, specifications, and estimate will be the following:

- Ten (10) sets of 11"x17" plans (roadway and structures)
- Ten (10) copies of draft special provisions
- Ten (10) copies of engineer's estimate
- Cross-sections at 20-meter intervals
- Roadway earthwork calculations
- Five (5) copies of Resident Engineer's File
- Five (5) copies of the Surveyor's File

Deliverables:      **Ten (10) sets of 11" x 17" Roadway and Structures Plans**  
                             **Ten (10) copies of Draft Special Provisions**  
                             **Ten (10) copies of Engineer's Estimate**  
                             **Cross Section at 20 Meter Intervals**  
                             **Five (5) copies of Resident Engineer's File**  
                             **Five (5) copies of the Surveyor's File**

#### **TASK 14 - Obtain Permits**

Pacific Municipal Consultants, will obtain the environmental permits for the projects. At the request of the City of Elk Grove the following scope has been included in this contract under the management direction of Pacific Municipal Consultants.

##### **Task 14.1 Nationwide Permit (Army Corps 404 Permit):**

Once a project alternative is selected, Foothill Associates will prepare preconstruction notification to request authorization of up to 0.5 acre of wetland impacts on the project site. Preconstruction notification to include project description, wetland impact analysis, and mitigation proposal. Following client review, Foothill Associates will submit Preconstruction notification to U.S. Army Corps of Engineers and provide agency liaison during the application review process.

Based on the initial wetland delineation, wetland impacts for any of the three alternatives as identified in the Preliminary Study Report are not likely to exceed 0.5 acre. If the project alternative does impact more than 0.5 acre, an Individual Permit will be required from the Corps and a new scope of work and cost estimate will be provided at that time to account for this additional work. The necessary application fees will be born directly by the City of Elk Grove.

##### **Task 14.2 Water Quality Certification/Stream Bed Alteration Agreement:**

Foothill Associates will prepare and submit a Water Quality Certification package to the Regional Water Quality Control Board. Foothill Associates will prepare and submit an application for a Streambed Alteration Agreement with the California Department

of Fish and Game. The necessary application fees will be born directly by the City of Elk Grove. Quincy Engineering, Inc. will prepare exhibits that Pacific Municipal Consultants will need for the permit applications and provide general administration of the subconsultant contract needed to deliver these permits.

Deliverables:      **Army Corps Section 404 Permit (not including application fees)**  
                             **Stream Bed Alteration Agreement (not including application fees)**  
                             **Water Quality Certification (not including application fees)**

#### **TASK 15 - Right-of-Way Appraisal and Acquisition**



---

**Task 15.1 - Prepare Right-of-Way Maps and Legal Descriptions**

Topographic Surveys, Inc. with the assistance of Quincy Engineering, Inc., will obtain and review recent information regarding existing right-of-way and parcel ownership within the project limits.

Topographic Surveys, Inc. will prepare a right-of-way exhibit map to show current information regarding parcel ownership and right-of-way boundaries within the project limits. This information will be shown on an exhibit map.

After identification of the right-of-way boundaries and parcels affected, title reports will be acquired for each parcel. Upon review of each title report, Topographic Surveys, Inc. will prepare a ready-to-record Record of Survey map showing the alignment and associated right-of-way for the proposed improvements.

Plats and legal descriptions for each parcel requiring acquisition will be prepared along with associated construction easements.

**Task 15.2 - Right-of-Way Appraisal**

Universal Field Services, Inc. will provide right-of-way services for the project.

**Appraisal and Appraisal Review**

**Task 15.2.1 - Appraisal**

All appraisals will fully meet accepted professional appraisal standards. The appraisals will conform to the Caltrans Appraisal Manual and the requirements of the Office of Real Estate Appraisers of the State of California.

- Complete an appraisal of each property in accordance with Federal and State policy. Each property owner shall be contacted and offered the opportunity to accompany the appraiser during the inspection of the property.

An appraisal report shall be prepared for each parcel and shall include, at the minimum, the following information:

- The purpose and function of the appraisal, including limiting factors and conditions.
- Description of the physical characteristics of the property being acquired in addition to the highest and best use of property.
- A discussion of all relevant and reliable approaches to value. In most cases, this will necessitate the use of the sales comparison approach only.
- A description of comparable sales relied on in the determination of value.
- A statement of the value of the property rights to be acquired, including damages to the remainder.
- A signed certification of the appraiser, and the effective date of the valuation.

**Task 15.2.2 - Appraisal Review (Caltrans Requirement)**

Complete an appraisal review for each acquisition in accordance with Federal and/or State policy. The appraisal review shall include a check of all mathematical calculations and a determination that all relevant and appropriate appraisal methodologies have been employed. The reviewed appraisal shall be forwarded to the City for the purpose of establishing the amount of just compensation in accordance with Federal and State laws. The amount of just compensation shall not be less than the approved appraisal.

**Task 15.3 – Right of Way Acquisition**

Acquisition services include all contacts with the property owner for the purpose of negotiating for the purchase of the real property interest. Services to be provided include:

- Prepare the offer letter and other related documents based upon the review appraiser's accepted fair market value.
- Prepare purchase agreement and conveyance documents.
- Meet with property owners to discuss the project in general, review right of way maps and legal descriptions to confirm information about occupants/owners and make the official first written offer.
- Explain the offer; maintain follow up contacts and secure the necessary documentation upon acceptance of the offer for closing.
- Respond to property owner inquiries verbally and in writing.
- Maintain contact reports for each parcel with all pertinent information and contacts concerning the parcel.



- 
- Maintain parcel files of original documentation related to the purchase of the real property.
  - Provide recommendation and supporting documentation for consideration during the administrative review process.
  - Continue personal negotiations with property owner until agreement is reached with the owner, or impasse is reached. Negotiations shall consist of a minimum of three personal contacts.
  - Signed purchase agreements shall be transmitted to the City promptly for acceptance and processing.

When impasse is reached and condemnation is being pursued, Universal Field Services, Inc. shall provide the City or its legal counsel with a complete parcel file including the appraisal, negotiation records and all other correspondence for each condemnation parcel. Services provided to the condemnation attorneys include:

- Appearing as an expert witness in eminent domain proceedings as directed by the City of Elk Grove and the assigned legal counsel.
- Delivery of the complete parcel file, including the title report, legal description, appraisal, negotiation records and all correspondence.
- Assisting the attorney with locating property owners and other interest holders.

Following impasse, any court preparation or testimony work performed by Universal Field Services, Inc.'s shall be authorized by the City of Elk Grove as extra work and paid for at Universal Field Service's current hourly rates.

Universal Field Services shall coordinate the right-of-way appraisal and acquisition process with the Caltrans District 3 Local Assistance Office as necessary.

Quincy Engineering, Inc. Project Manager will ensure that all closings are accomplished in a timely manner through continued coordination with the title company handling the escrows. Universal Field Services will work closing with the chosen title companies to make sure that good title is obtained.

These services include:

- Reviewing updated title
- Open escrow, deposit funds and documents, prepare escrow instructions, and monitor closing of escrows.
- Assist Title Company in obtaining releases of liens, mortgages and encumbrances of record.
- Prepare warrant requests to the City of Elk Grove with proper supporting documentation including recommended resolution of title issues.
- Verify and coordinate the clearing or prorating of taxes and assessments.
- Coordinate closings and attend to all meetings.
- Review the final title policy to make sure that it reflects only those title exceptions that the City had agreed to accept.
- Submit a completed property acquisition report for each property, including transfer of all pertinent correspondence and files to the City of Elk Grove.

#### Task 15.4 – Property Management

In some instances, short-term occupancy of the property may be permitted by the City of Elk Grove. When approved, an extended occupancy agreement will be entered into with the occupant. Universal will collect rental payments and ensure the property remains in a safe and habitable condition during the period of the occupancy.

Once the property is vacated, the property management activities Universal Field Services will provide will include the coordination and monitoring of activities related to:

- Preparing an inventory, collecting all keys, notifying the local law enforcement authorities, and assure initial safeguarding, monitoring, and surveillance of the property.
- Providing boarding of the property and residential lawn maintenance until the property is scheduled for clearance.
- Disconnecting property or fixtures on the real property that can be easily removed, such as air conditioning units. These items will be stored inside the displacement dwelling.
- Coordinating the disconnecting of utility service to the property and the removal of service meters.
- Assisting the Agency in the development of clearance contract specifications and scheduling clearance of improvements.
- Coordinating the work of subcontractors who will be doing actual demolition and clearance work.



---

#### **Task 15.5 - Right-of-Way Certification**

Quincy Engineering, Inc. and Universal Field Services, Inc. will prepare the Right-of-Way Certification for advertising the construction contract. Upon completion of the Right-of-Way Certification documents resulting from the right-of-way acquisition process, the utility relocation process, and railroad agreements, the project can be advertised for construction.

**Deliverables:**     **Record of Survey for Proposed Right-of-Way**  
                          **Parcel Plats and Legal Descriptions**  
                          **Right of Way Maps**  
                          **Acquisition Contracts**  
                          **Property Management**  
                          **Right of Way Certification**

#### **TASK 16 - Utility Relocation**

Quincy Engineering, Inc. will prepare utility relocation plans. These will be transmitted to the affected utility companies along with a relocation notice to be signed by the City of Elk Grove. These relocation plans will identify which utilities will require relocation. However, it will be the utility company's responsibility to design the relocations and make arrangements to construct.

**Deliverable:**     **Utility Relocation Notices**

#### **TASK 17 - Prepare Construction Schedule**

Quincy Engineering, Inc. will prepare a construction schedule to estimate the number of working days to be included in the construction contract. The schedule will be done using Microsoft Project format. The schedule will also be provided to the Resident Engineer and City Engineer for use during construction.

#### **TASK 18 - Bidding Assistance**

Quincy Engineering, Inc. will provide assistance, as directed by the City of Elk Grove, in the advertising of the project. While the project is being advertised for bids, all questions concerning the intent of the construction plans and specifications will be referred to Quincy Engineering, Inc. for resolution. In the event that any items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Quincy Engineering, Inc. team for decision by the City of Elk Grove as to the proper procedure required. Corrective action taken will either be in the form of an addendum prepared by Quincy Engineering, Inc., or by a covering change order after the award of the construction contract. Quincy Engineering, Inc. will assist the City of Elk Grove in responding to bidders' inquiries, preparing addenda, clarifications, attending pre-bid meetings and bid openings, providing ongoing consultation and interpretation of the construction documents.

This task provides for up to 28 hours of Quincy Engineering, Inc. staff time.

#### **TASK 19 - Award Recommendation**

Quincy Engineering, Inc. will review the bid results and provide recommendations to the City of Elk Grove for awarding the construction contract.

#### **TASK 20 - Provide CAD System**

At the request of the City, this task will provide the City with a CAD system comprised of one computer and monitor, one plotter, and one plan copier, including installation. Quincy Engineering will arrange for one or more vendors to implement this system. Quincy Engineering, Inc. is available for advise on the City's choices for various components of this system, however Quincy Engineering, Inc. is not responsible for the decisions made by the City, the actual installation or maintenance of this system. It is the responsibility of the City to identify the level of maintenance needed and make arrangements with the vendor for such service. It is noted that Quincy Engineering, Inc. is not providing any warranty for said system and the City is responsible for accepting the terms of the contract with the vendor. Quincy Engineering will contact the vendors and make arrangements for hardware and software purchase quotes to be presented to the City for approval. A total budget of \$60,000 for this system has been established. If the City's needs expand beyond what has been defined to date by the City, a contract amendment will be required accordingly. It will be the City of Elk Grove's responsibility to identify training needs for the system users and make arrangements with appropriate vendors for such training.



---

**Proposed computer systems**

The system will be a P4 2.8 GHz computer with 1 gig of ram, an 80 GB hard drive and a writeable CD drive. Quotations from two vendors for this configuration will be provided to the City for review and approval .

**Printing and Plotting**

The plotter will be a HP Design jet 1055c Plotter with a 36-inch roll feed plotter, with a standard 7.5 GB hard disk, 64 MB of ram, and network ready.

The printer will be a HP design Jet CC800PS with a 12 GB hard disk, 6 GB for printed jobs and 6.5 GB for scanned jobs, 160 MB ram, and network ready.

Both of the above mentioned machines are ink base units. Two vendor quotes will be provided to the City for review and approval.

**Software**

The AutoCad software would be purchased through a different vendor and would subsequently be supported by them. Two vendor quotes fro AutoCAD and Land Development Desktop will be provided to the City for review and approval. Annual software support costs will be born directly by the City and will be identified as part of the vendor quotes.

Any software configuration such as Email, Internet, and network related programs will be implemented by the City of Elk Grove's IT Department. If needed, Quincy Engineering, Inc. will provide quotations from two vendors to provide installation and support services as defined by the City for this software.

**Deliverables:**    **Computer system as approved by the City of Elk Grove**  
                          **Printer as approved by the City of Elk Grove**  
                          **Plotter as approved by the City of Elk Grove**  
                          **Software as approved by the City of Elk Grove**

**CONSTRUCTION SUPPORT PHASE**

**TASK 21- Pre-Construction Meeting**

Quincy Engineering, Inc. will attend the pre-construction meeting held between the Resident Engineer and the Contractor prior to the start of actual construction activities. Up to 12 hours of effort have been provided for this task.

**Deliverable:**    **Attendance at Pre-Construction Meeting**

**TASK 22 – Review Structural Shop Drawings**

Quincy Engineering, Inc. will review all submittals and shop drawings. The review of shop drawings shall include bridge working drawing submittals, construction contractor's submittal for substitutions, construction contractor's alternative construction approval, independent check of construction contractor's false work submittal and others as requested by the Resident Engineer. Up to 120 hours of effort have been provided for this task.

**Deliverable:**    **Structural Shop Drawings Review**

**TASK 23 – Technical Support on Construction Contract Change Orders**

Quincy Engineering, Inc. will prepare drawings and review change orders requested by the City of Elk Grove, Caltrans, or the Resident Engineer. Up to 140 hours of effort have been provided for this task.



---

**Deliverable: Technical Support on Construction Contract Change Orders**

**TASK 24 – Construction Support and Observation**

Quincy Engineering, Inc. will respond to contractors' inquiries through Resident Engineer's request. In addition, Quincy Engineering will make field visits to the construction site as requested by the Resident Engineer. The field visits will include discussion with the Resident Engineer to answer questions regarding the ongoing construction activities. Up to 12 site visits are provided for with a total of 120 hours for this task.

**Deliverable: 12 Site Visits During Construction to Support Resident Engineer**

**TASK 25– Finalize Project Records/ Prepare As-Built Record Drawings**

Quincy Engineering, Inc. will provide project records in accordance with the Caltrans' Uniform Filing System, as required. In addition, Quincy Engineering will take the Resident Engineer's notes on the contract plans and change orders and prepare As-Builts for the project to be submitted to Caltrans. Up to 80 hours of effort have been provided for this task.

**Deliverable: As-Built Plans and Project Records**

**TASK 26 – Post-Construction Audits**

Quincy Engineering, Inc. will assist with post-construction audits. Up to 40 hours of effort have been provided for this task.

**Deliverable: Post-Construction Audit Support**



---

**EXHIBIT B**

**Compensation and Method of Payment**



Project Number: JP0698 Project Name: Sheldon Road/State Route 99 Interchange Improvements Project

		TASKS												Total Hours	Total Cost	Topographic Surveys Inc	Fehr & Peers	Wireco	Klanfelder	Orsee Design Associates Inc	Hoyt Company	Universal Field Services	Foothill Associates	Bollard & Brennan	Don Ballanti	RBF Consulting
	Initial Hourly Rate	AG	KT	KR/IL	CD/MS	KP/GM	MR	DN/TO	EB/PR	GY	JG/JQ	RR/RM														
No		\$53.00	\$44.00	\$40.00	\$37.00	\$37.00	\$44.00	\$40.00	\$30.00	\$22.00	\$53.00	\$25.00	\$21.00													
Sheldon Road/ Route 99 Interchange Reconstruction Project																										
PRELIMINARY DESIGN PHASE																										
1	Initiate Project																									
1.1	Kick-Off Meeting	8.0	4.0				4.0					24.0	40.0	\$1,280												
1.2	Preliminary Research	16.0	16.0				4.0						36.0	\$1,728												
1.3	Field Investigation	4.0	4.0				4.0						12.0	\$564												
1.4	Establish Project Schedule	12.0	2.0				2.0						16.0	\$612												
1.5	Design Criteria Memorandum	4.0	8.0				2.0						14.0	\$652												
2	Project Management																									
2.1	Project Management	360.0	40.0										400.0	\$20,840	\$12,000		\$1,004		\$7,000	\$6,721	\$25,000					
2.2	Project Status Reports	120.0											120.0	\$6,360												
2.3	Project Development Team Meetings	144.0	144.0				30.0						318.0	\$15,288		\$6,680					\$1,700					
3	Surveys and Mapping																									
3.1	Research/Development/Right-of-Way		4.0										4.0	\$176	\$15,150											
3.2	Primary Horizontal Control Surveys		1.0										1.0	\$44	\$12,800											
3.3	Primary Vertical Control Surveys		1.0										1.0	\$44	\$4,090											
3.4	Field Topography Surveys														\$24,350											
3.5	Monumentation	2.0	4.0										6.0	\$282	\$750											
3.6	Survey Records	4.0											4.0	\$212	\$250											
3.7	Aerial Photography/Lab Services														\$2,400											
3.8	Digital Mapping	2.0	8.0										10.0	\$458	\$10,200											
3.9	Digital Orthophotography	2.0	8.0										10.0	\$458	\$3,000											
4.1	Environmental Coordination	16.0	32.0		60.0		8.0	16.0				60.0	192.0	\$6,968												
4.2	Additional Environmental Technical Studies																									
	Air Quality Analysis	4.0											4.0	\$212										\$1,200	\$4,700	
	Natural Environmental Study	4.0											4.0	\$212								\$16,550				
	Tree Impact Analysis	4.0											4.0	\$212								\$1,500				
	Wetland Delineation	4.0											4.0	\$212								\$4,000				
	Noise Analysis	4.0											4.0	\$212												
	Initial Site Assessment	4.0											4.0	\$212												
	Aerially Deposited Lead Testing	4.0											4.0	\$212												
	Traffic Impact Report	4.0	8.0										12.0	\$564												
5	Coordination with Others		80.0										80.0	\$3,520												
5.1	Utility Coordination	20.0	80.0										100.0	\$4,580												
5.2	Coordination w/ Federal, State, et al	40.0	24.0				16.0						80.0	\$3,980												
	Coordination w/ Adjacent Development & Projects	40.0	8.0										48.0	\$2,472												
5.4	One-on-One Property Owner Meetings	40.0	24.0										64.0	\$3,176												
6	Traffic Forecasts/Modeling																									
6.1	Existing Conditions Analysis	2.0	4.0										6.0	\$282												
6.2	Travel Demand Forecasts	2.0	4.0										6.0	\$282												
6.3	Operations Analysis	2.0	4.0										6.0	\$282												
6.4	Traffic Report Documentation	2.0	8.0										10.0	\$458												
7	Engineering Studies & Draft Project Report																									
7.1	Hydraulics/Hydrology Study	4.0	4.0				8.0						16.0	\$740				\$21,666								
7.2	Drainage Report	4.0	16.0		40.0	40.0						12.0	112.0	\$3,728												
7.3	Preliminary Geotechnical Studies	4.0	4.0				8.0						16.0	\$740					\$5,800							
7.4	Landscape Architecture Study	4.0	8.0				8.0						20.0	\$916					\$21,120							
7.5	Structure Advance Planning Studies	4.0	8.0				22.0	40.0	64.0	20.0	8.0	80.0	246.0	\$7,916												
7.6	Pumping Plant Design Report	20.0	4.0				20.0						44.0	\$2,116												
7.7	Right-of-Way Data Sheet	2.0	4.0		24.0								30.0	\$1,170							\$3,500				\$18,195	
7.8	Utility Relocation Study	2.0	12.0			40.0						4.0	58.0	\$1,798												
	Prepare Fact Sheets for Exceptions to Design Standards	2.0	24.0		20.0								48.0	\$1,802												
7.10	Storm Water Data Report	2.0	4.0										6.0	\$282				\$6,151								
8	Public Outreach																									
8.1	Project Mailing List	2.0											2.0	\$106						\$1,665						
8.2	Project Newsletters	8.0	16.0			16.0							40.0	\$1,580							\$3,995					
8.3	Public Workshops	24.0	60.0		80.0							60.0	32.0	\$8,044							\$7,036					
8.4	Agency and Governmental Coordination	24.0	12.0										36.0	\$1,800							\$8,560					

**EXHIBIT "B"**

[illegible]

Note: Invoices will be based upon actual hourly rates, plus overhead, plus fee.

**EXHIBIT "B"**  
**SUMMARY OF ESTIMATED PROJECT COSTS**

Quincy Engineering, Inc.  
Sheldon Road State Route 99 Interchange

<b>Direct Labor:</b>	<b>\$439,078.</b>
Overhead (1.54):	\$676,180.
Escalation Factor for Multi-Year Projects (12%):	\$133,831.
<b>A. Subtotal:</b>	<b>\$1,249,089.</b>
<b>Subconsultant Costs:</b>	
Topographic Surveys:	\$137,990.
Fehr & Peers:	\$148,060.
Wreco:	\$38,260.
Kleinfelder:	\$127,700.
Orsee Design Associates:	\$162,186.
Hoyt Company:	\$30,937.
Universal Field Services:	\$482,225.
Foothill Associates:	\$27,300.
Bollard & Brennan:	\$6,000.
Don Ballanti:	\$1,200.
RBF Consulting	\$179,905.
<b>B. Subconsultant Subtotal:</b>	<b>\$1,341,763.</b>
<b>Other Direct Costs:</b>	
Plotter / Computer:	\$4,000.
Travel – Miles:	\$690.
Telephone / Facsimile:	
Delivery:	\$200.
Printing: Mylar	
Vellum	
8 ½ X 11	\$400.
11 X 17	\$400.
Mounting Boards for Public Meetings:	\$500.
CAD System for City:	\$60,000.
Professional Liability Insurance Rider:	\$63,400.
<b>C. Direct Cost Subtotal:</b>	<b>\$129,590.</b>
A =	\$1,249,089.
Fee (15%):	\$187,363.
B =	\$1,341,763.
Fee (0%):	0
C =	\$129,590.
Fee (10%):	\$12,959.
<b>D. TOTAL:</b>	<b>\$2,920,764.</b>
<b>Notes:</b>	
(1) Invoices will be based upon actual labor rates, plus overhead at 154%, plus fee at 15%. Direct costs will be invoiced actual cost plus 10% fee. Subconsultant fees will be invoiced actual cost.	
(2) Cost of all services provided will not exceed \$2,920,764 without written approval from the City of Elk Grove.	

**CERTIFICATION**  
**ELK GROVE CITY COUNCIL RESOLUTION NO. 2004-34**

**STATE OF CALIFORNIA            )**  
**COUNTY OF SACRAMENTO    )**     **ss**  
**CITY OF ELK GROVE         )**

***I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 3<sup>rd</sup> day of March 2004 by the following vote:***

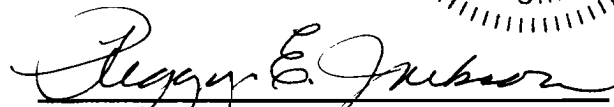
**AYES 5:     COUNCILMEMBERS: Scherman, Soares, Briggs, Cooper, Leary**

**NOES 0:     COUNCILMEMBERS:**

**ABSTAIN 0: COUNCILMEMBERS:**

**ABSENT 0: COUNCILMEMBERS:**



  
**Peggy E. Jackson, City Clerk**  
**City of Elk Grove, California**